

## COMPANIES ACTS 2014

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

### CONSTITUTION OF THE

### VOLLEYBALL ASSOCIATION OF IRELAND COMPANY LIMITED BY GUARANTEE

### MEMORANDUM OF ASSOCIATION

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1. The name of the company (hereinafter referred to as "the **Company**") is the Volleyball Association of Ireland Company Limited by Guarantee.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. Objects of the Company: To act as managers of a volleyball association and to act as proprietors, lessors developers and managers of sports clubs and houses, sports grounds, club houses, and as providers of all manner of sports, health and recreation amenities; to provide courses of instruction and specialist tuition in volleyball and volleyball related pursuits, and to sell, hire out or otherwise provide training aids and apparatus, sports clothing, equipment, supplies and accessories; to promote, sponsor and organise conferences, lectures, demonstrations, displays, competitions and tournaments and to award prizes and trophies.
4. The subsidiary objects of the Company which must be exercised in furtherance of the main objects of the Company are as set out below:
  - (a) To be the national governing body for volleyball in Ireland, recognised by the International Volleyball Federation (Federation Internationale de Volleyball - FIVB), Sport Ireland and/or the Olympic Federation of Ireland as having ultimate responsibility for the national and international aspects of volleyball in Ireland.
  - (b) To develop and implement plans, policies, and strategies for the development and promotion of volleyball in all its forms in Ireland and at all levels.
  - (c) To develop and produce developmental, technical, educational and promotional publications, resources and programmes for players, coaches, referees and officials.
  - (d) To enable Irish teams to compete in international volleyball to the highest level and to develop the performance of players and officials to the highest level.
  - (e) To ensure that volleyball complies with all relevant statutory and regulatory requirements.
  - (f) To provide national leadership to the volleyball community.
  - (g) To obtain adequate and secure financial resources for volleyball in Ireland including by way of grants, sponsorship, broadcasting and media rights and other sources of revenue.
  - (h) To develop and implement high performance programmes for players.

- (i) To organise matches and tournaments in Ireland and elsewhere, including the development and management of programmes of international matches for teams representing Ireland, the organisation of international matches and tournaments in Ireland, and the organisation of national competitions.
  - (j) To authorise, at its discretion, members of teams and individuals who have been selected or approved to compete in international events.
  - (k) To liaise with other national governing bodies in respect of the organisation and playing of matches. To send or approve invitations to other national governing bodies, teams, countries and other recognised bodies to take part in volleyball matches, leagues and championships in Ireland.
  - (l) To approve the dates of international events in Ireland.
  - (m) To represent Ireland through membership of the FIVB and continental federation (Confédération Européenne de Volleyball - CEV) and other international volleyball bodies, and to discharge all the duties and responsibilities of membership of such bodies.
  - (n) To develop partnerships with volleyball bodies and national governing bodies of volleyball in other countries.
  - (o) To work with Members and other stakeholders on the management and promotion of volleyball.
  - (p) To develop and prescribe rules, regulations and procedures for the management of the national and international aspects of Irish volleyball and for the conduct of volleyball competitions, having due regard as appropriate to the rules, regulations and procedures of the FIVB and to require them to be adhered to, as appropriate, by the Members, players, coaches, officials and recognised volleyball bodies.
  - (q) To implement and manage national databases and systems of players, officials, coaches and managers.
  - (r) To strive to ensure that no discrimination whether on racial, religious, political, sexual orientation, nationality or other grounds is permitted in the sport of volleyball, and take all practicable measures to prevent or stop such discrimination.
  - (s) To decide any dispute that may arise between Members if called upon to do so.
  - (t) To enforce through its rules and regulations, the Irish Anti-Doping Rules as published by Sport Ireland as amended from time to time.
  - (u) To promote, through its rules and regulations, adherence to the Code of Ethics and Good Practice for Children's Sport and the Child Protection Guidelines as published by the relevant regulatory authorities in Ireland and as amended from time to time.
  - (v) To strive to ensure the organisation operates in a sustainable way, considering the principles of relevant sustainable development goals.
5. In furtherance of the above objects, but not otherwise, the Company shall have the following powers that it may exercise at its discretion:
- (a) To carry on any business which may be seen by the Company as capable of being

conveniently carried on in connection with the above main objects or calculated directly or

indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;

- (b) To make and publish where necessary, rules and regulations for the governance of the volleyball (in all its forms) in Ireland.
- (c) To provide and seek representation for the Company in Ireland and internationally.
- (d) To determine any matter referred to the Company under the provisions of the Rules and Regulation Relating to Volleyball published by the Company and authorised by the Board which may be amended thereby from time to time.
- (e) To acquire, whether on lease or by purchase or in exchange any estate, interest of tenure, whether in fee-simple, or for a freehold or leasehold or any other tenancy, estates, houses or portion thereof, buildings lands or other hereditaments, or to build, restore, alter, enlarge, repair, decorate, maintain, furnish and endow buildings, and to layout, alter and maintain lands provided that such premises be considered necessary, advantageous or useful to the Company for use in connection with its objects.
- (f) To construct, build, erect, alter, enlarge, demolish, lay down, maintain, any buildings, roads, bridges, walls, fences, banks and waterways and to carry out preliminary and associated works or contract, sub contract, and join with others to carry out or complete any of the aforesaid and to work, manage and control the same or join with any person, firm or company in doing so.
- (g) To improve, work, manage, cultivate, develop, exchange, lend, licence, lend on lease or otherwise, mortgage, charge, sell, alienate, dispose of, turn to account, or grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
- (h) To employ such officials, staff or employees as are deemed advantageous or necessary to the Company from time to time provided such officials, staff or employees are not also Directors of the Company.
- (i) To provide or contribute towards the salaries, wages, stipends or any other reward or remuneration properly arising from the employment of any person for the purposes of the Company.
- (j) To lend and advance money or give credit, solely in furtherance of the promotion of volleyball and on such terms as may seem expedient, to any club affiliated to the Company.
- (k) To borrow or raise money in such a manner as the Company shall deem fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets, whether present or future, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability undertaken thereby. Provided that no mortgage or other person or company advancing money or finance to the Company shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or the application thereof.

- (l) To invest any monies of the Company that it deems necessary to invest in any manner which may be thought fit and whether trustee investments or otherwise or in the purchase of freehold or leasehold properties with power from time to time to vary such investments.
- (m) To guarantee, support or secure, whether by mortgaging or charging all or any part of the undertaking, property and assets both present and future of the Company or both the performance and discharge or any contract, obligation or liability of a Company or of any person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested whether directly or indirectly and in particular to give security for any debts, obligations or liabilities of any Company.
- (n) To pay or remunerate any person, firm or Company (other than a director of the Company) for rendering services for and on behalf of this Company and to pay any costs, charges or expenses incurred or sustained by or in connection with the formation and incorporation of this Company.
- (o) To draw, make, accept, endorse, discount, negotiate and issue promissory notes, bills of exchange, warrants, Bills of Lading and other negotiable or transferable instruments.
- (p) To effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safeguarding and securing the Company and its Directors, Members, employees and people using its premises and any property of which the Company may be a trustee, manager, agent or custodian, against liability, loss and damage of every description.
- (q) To enter into and carry into effect any arrangement with any person, firm, company or Government or Government Body or authority that may seem conducive to the Company's objects and to apply for, promote, and obtain from any person, firm, company or Government or Government body or authority any contracts, concessions, privileges, charters, decrees and rights which the Company may think is desirable and to carry out and exercise and comply with same.
- (r) To act as agents, brokers and as trustees for any person, firm or company and to establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business.
- (s) To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (t) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.

- (u) To undertake and execute the office of nominee, trustee, executor, administrator, registrar, secretary, committee or attorney for any purpose and either solely or jointly with others and generally to undertake, perform and fulfil any office of trust or confidence.
- (v) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in whatever form and on such terms as the Company may determine. To establish, promote or otherwise assist any company and to promote or otherwise assist any person or firm for the purpose of acquiring all or any of the properties and/or liabilities or for furthering any of the objects of this Company or for the purpose of instigating or opposing any proceedings or applications which may be considered necessary, advantageous or useful to the Company.
- (w) To apply the whole or any part of the assets properly vested in the Company whether capital or income (i) in or towards payment of the expenses of the Company, or (ii) for or towards all or any of the purposes aforesaid or hereinafter mentioned.
- (x) To develop, improve, manage, cultivate, exchange, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (y) To levy, charge, collect and receive subscriptions, levies, fees and other payments from persons whether members or not and expend the same in furthering all or any of the objects of the Company or providing for the expenses of the Company.
- (z) To do all such things as may to the Company in its absolute discretion be deemed incidental and conducive to the attainment of all the main objects.

It is hereby expressed declared that each of the objects shall operate and be construed entirely independently of each other, and none of the objects shall be deemed to be subsidiary or dependent on any other object, provided always that the provisions of that clause shall be subject to the Company obtaining where necessary for the purpose of carrying any of its objects into effect, such licence, permit or authority that may be required by law.

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

And it is hereby declared that in the construction of this clause the word “company”, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in no wise restricted by reference to or interference from the terms of any other paragraph or the name of the Company.

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

## **USE OF INCOME AND PROPERTY**

6. The income and property of the Company shall be applied solely towards the promotion of its main object(s) as set forth in this memorandum. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by the way of profit, to the members of the Company. No officer shall be appointed to any office of the Company paid by salaries or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
  - (a) Reasonable and proper remuneration to any member of the Company (not being a Director) for any services actually rendered to the Company;
  - (b) Interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
  - (c) Reasonable and proper rent for premises demised and let by any member of the Company (including a Director) to the Company;
  - (d) 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 of the issued capital of such company.

## **LIMITED LIABILITY**

7. The Liability of the members of the Company is limited to the sum guaranteed by each member thereof.

## **GUARANTEE**

8. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for (a) the payment of the debts and liabilities thereof which were contracted prior to the date s/he ceases to be a member and the costs, charges and expenses of winding up and (b) for the adjustment of the rights and of the contributor among themselves such amount as may be required not to exceed the sum of 1 Euro.

## **DISSOLUTION**

9. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, and property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of 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 6 of this memorandum. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object.

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

We, the undersigned, do hereby certify that the following is a true and correct copy of the Memorandum of Association of the [redacted] Club, as amended, and that the same has been duly registered with the Registrar of Companies in the Republic of Ireland.

Names, Addresses and Positions of the Members

Susanne O'Donnell

29 Sand Road, Sandymount, Dublin 4.  
Bank lawyer

John Collins

John Collins

56 Wall Wall, Duhelm 3.  
Finance Agent Support Europe, Cuba

Mary Lalor

Mary Lalor

3 Broad Green, Kimmage, Dublin 6  
Acru

Pamela O'Donnell

Pamela O'Donnell

29 Strand Road, Sandymount, Dublin 4.  
Business Analyst

Aidil O'Connell

20 Riverbank Close, Sandymount, Dublin 4.  
& Les Représentatives

Wouter Leenwis

74 Park Villa, Saggart, Co. Dublin.  
University of Dublin

Tom Smyth

UL Orove (Liaison) (R. Ireland), Dublin 11.  
Retired School Principal, Office Administration

Witness in the above signatures

Witness in the above signatures

Suzanne Devaney  
SUZANNE DEVANEY  
Ashley Anne  
Mantello Yemou  
Du Karyhena  
Co - Oub

## ARTICLES OF ASSOCIATION

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### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The provisions of the Act (as defined below) shall apply to the Company save to the extent otherwise provided herein.
- 1.2 In these Articles the following words and expressions shall have the following meanings unless there is something in the subject matter or context inconsistent therewith:

the " <b>Act</b> "	means the Companies Act, 2014 as amended from time to time.
" <b>Associate Member</b> "	means a person or entity accepted as an affiliate in accordance with Article 2.14
" <b>Board</b> "	means the group of persons elected or appointed under these Articles to manage the affairs of the Company as a board from time to time and provided a quorum be present all thing done thereby shall be deemed to have been done by the Board.
" <b>CEV</b> "	means European Volleyball Confederation (Confédération Européenne de Volleyball) which is the regional association of the FIVB within whose jurisdiction the Company is located.
" <b>Clear Days</b> "	in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on, which it is stated to take effect.
" <b>Club</b> "	means any club involved in the teaching, operation and/or management of volleyball in Ireland that is affiliated to the Company and which shall be categorised as either a Junior Club or a Senior Club by the Company,
" <b>Junior Club</b> "	means a Club with volleyball team(s) competing in Volleyball Ireland competitions the majority of which shall be indoor competitions.
" <b>Senior Club</b> "	means a Club with 4 or more volleyball teams at least one of which is a Juvenile team, and such teams competing in Volleyball Ireland competitions the majority of which shall be indoor competitions.
" <b>Commission</b> "	means any committee or sub-committee established by the Board for the purposes of carrying out the functions specified by the Board and as further set out in Article 14 and the Regulations Relating to Volleyball.
" <b>Company</b> "	means the Volleyball Association of Ireland Company Limited by Guarantee, which since July 31, 2018 has been granted approval by the

	Companies Registration Office to trade under the business name Volleyball Ireland.
<b>“Competition Rules”</b>	means the domestic arrangements for volleyball competitions within the territory of Ireland as amended from time to time by the Board.
<b>“Disciplinary Regulations”</b>	means the disciplinary regulations and procedures adopted by the Board from time to time.
<b>“Constitution”</b>	means collectively the memorandum of association and articles of association of the Company.
<b>“Directors”</b>	means the members of the Board of the Company, or the Directors present at a meeting of the Board and includes any person occupying the position of Director by whatever name called.
<b>“Election Cycle”</b>	means the three year cycle of elections for positions on the Board as conducted at the AGM, as further set out in Article 4.2.
<b>“Ethics and Welfare Guidelines”</b>	means any codes of ethics, child welfare guidelines, protections or good practices as the Company may adopt or establish and amend from time to time.
<b>“Executive Committee”</b>	Means, where authorised by the Board, the sub-committee of the Board tasked with running the day-to-day affairs of the Company (but shall have no power to amend the Regulations Relating to Volleyball). Membership shall comprise of the Officers of the Company. The quorum for such committee shall be 50% +1 of the Officers.
<b>“FIVB”</b>	means the Federation Internationale de Volleyball the international federation for the sport worldwide.
<b>“Chief Executive Officer”</b>	means the chief manager of the Company charged with the running of the business and who is accountable to the Board.
<b>“Ireland”</b>	means the Republic of Ireland.
<b>"Juvenile"</b>	means, in relation to any particular day, a person who will be under the age of 18 as at that date.
<b>"Law"</b>	means the Laws of the Republic of Ireland and anything in these Articles which is incompatible therewith are amended thereby so that they are in conformity therewith at all times.
<b>"Member"</b>	means any Club, or Volleyball Body admitted to membership of the Company in accordance with these Articles and <b>"Membership"</b> shall be construed accordingly.
<b>“Nominations Committee”</b>	Means the committee established by the Directors in accordance with Article 5.
<b>"Office"</b>	means the Registered Office for the time being of the Company.
<b>“Officers”</b>	means the officers of the Board set out in Article 4.2.

<b>"Other Rules"</b>	means any articles, bye-laws, conditions, constitution, laws, orders, procedures, regulations, rules, terms of reference or other provisions (by whatever name called) providing for or regulating any aspect of the affairs of the Company (other than these Articles, the Rules, and the Rules of Competition) or of the FIVB or CEV (as applicable) in force from time to time.
<b>"President"</b>	means the president of the Company as elected by the members pursuant to Article 14 and who shall carry out the functions as specified in this Constitution and the Regulations Relating to Volleyball.
<b>"Vice President"</b>	means the vice-president of the Company as elected by the Members pursuant to Article 14 who shall carry out the functions as specified in this Constitution and the Regulations Relating to Volleyball.
<b>"Rules"</b>	means collectively the Rules of the Sport and the Competition Rules.
<b>"Rules of the Sport"</b>	means the FIVB Official Volleyball Rules approved by the FIVB Congress in force from time to time. Such rules are available on the official FIVB website; <a href="http://www.fivb.com">www.fivb.com</a>
<b>"Regulations Relating to Volleyball / Regulations"</b>	means the uniform regulations relating to the governance, operation and management of the Sport applicable to all Members, drawn up by the Board and in force from time to time.
<b>the "Seal"</b>	means the common seal of the Company.
<b>"Secretary"</b>	means the secretary of the Company as elected by the Members pursuant to Article 12 who shall carry out the functions as specified in this Constitution and the Regulations Relating to Volleyball.
<b>"Special General Meeting"</b>	as defined in Article 3.3.
<b>the "Sport"</b>	means the sport of Volleyball in all its forms both indoor and outdoor versions of the sport, including beach volleyball and all adapted versions of the game.
<b>"Volleyball Body"</b>	means those entities or bodies which have been approved by the Board for membership of the Company having met criteria established by the Board for such purpose.
<b>"Volleyball Ireland"</b>	means the business name of the Company as registered on 31 <sup>st</sup> July 2018 in accordance with the Registration of Business Names Act 1963.

- 1.3 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form provided that the expression shall not include writing in electronic form except as provided in these Articles and/or, where it constitutes writing in electronic form sent to the Company, the Company has agreed to its receipt in such form;
- 1.4 Unless the contrary intention appears, words or expressions contained in these articles ("**Articles**") shall bear the same meaning as in the Act as amended or any statutory modification thereof in force;
- 1.5 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time modified or re-enacted;
- 1.6 Expressions referring to execution of any document shall include any mode of execution under seal or under hand or under any mode of electronic signature as shall be approved by the Board and expressions referring to receipt of any electronic communications shall, unless the contrary intention appears, be limited to receipt in such manner as the Company has approved; and
- 1.7 A "**person**" includes any individual, firm, body corporate, association or partnership, government or state or agency of a state, local authority or government body or any joint venture (whether or not having a separate legal personality).

## **2. MEMBERSHIP**

- 2.1 For the purpose of registration, the number of Members of the Company is unlimited. The subscribers to the Memorandum of Association shall be members of the Company.
- 2.2 Membership of the Company shall be open to all of the below categories of persons and entities situated in Ireland wishing to participate in the game of volleyball:
  - (a) Clubs – both Junior Clubs and Senior Clubs; and
  - (b) Volleyball Bodies.
- 2.3. It shall be a condition of obtaining membership of the Company that Members meet the applicable membership criteria approved by the Board from time to time. Clubs or Volleyball Bodies who wish to be considered for membership of the Company must demonstrate compliance with the Volleyball Ireland Membership criteria established by the Board and approved by the General Assembly from time to time. Such criteria may change from time to time as determined by the Board and without notice to non-members. Where the applicant is accepted for Membership (including Associate Membership) then on receipt from the applicant the subscription payable the applicant's details shall be entered in the register of Members.
- 2.4. Each Member shall pay the annual subscription, which the Board may determine for the Membership category.
- 2.5. Membership shall only apply to that Member and shall not be transferable or transmissible by the act of the Member or by operation of law.
- 2.6. Membership of the Company shall cease:
  - (a) on any Member's winding up or dissolution;
  - (b) if the Member resigns by notice in writing to the Secretary at the Office;

- (c) where it fails to meet the membership criteria set out in the Constitution and/or the Regulations Relating to Volleyball;
  - (d) has its Membership suspended or terminated pursuant to any process set out in the Regulations including where it relates to conduct which in the opinion of the Board would be injurious to the character or interests of the Company and/or would render that member unfit to remain a Member of the Company or if any Member shall refuse or wilfully neglect to comply with this Constitution; or
  - (e) where a Member fails to pay the annual subscription by the due date where applicable.
- 2.7. Cessation of Membership howsoever occurring shall not entitle the Member to repayment of the whole or any part of any contribution or subscription previously paid by the Member and shall be without prejudice to the Member's liability to pay any contribution or subscription which has become due and payable before such cessation.
- 2.8. Every Member shall further to the best of its ability the objects, interests and influence of the Company.
- 2.9. Every Member must comply with the following conditions of membership:
- (a) that they agree to be bound and are hereby bound by the Constitution and the Regulations Relating to Volleyball; and
  - (b) that they agree to be bound by and are hereby bound by the Code of Conduct and Ethics and Welfare Guidelines; and
  - (c) that they agree to comply with and are hereby bound by the Irish Anti-Doping Rules; and
  - (d) that they agree to comply with the Rules of the Sport and the Competition Rules and all the procedures, requirements and other rules of FIVB.
- 2.10. Each Member shall from time to time by notice in writing to Volleyball Ireland sent to the Office, nominate the persons who are authorised by the Member to receive notice of and to attend, speak and vote at meetings of the Company and generally to exercise and perform on behalf of the Member the rights and duties of a member of the Company. The form of nomination shall specify in each case the address, email address and telephone numbers of the nominated person(s) to whom notices shall be sent by the Company. No person shall be recognised as representing the Member unless so nominated. All nominations for the time being in force shall be kept with the Register of Members.
- 2.11 The Company shall keep an accurate and up to date register of Members at the Registered Office.

## **MEMBERS**

- 2.12 Subject to compliance with the conditions of Membership set out in this Article 2, and the membership criteria, Members shall have the following rights;
- (a) to notice of and attendance at general meetings of the Company;
  - (b) to speak at general meetings of the Company;
- And shall save for Associate Members have the right;
- (c) to a vote on any proposed resolution at a general meeting of the Company; and
  - (d) to stand and put forward candidates for election to any office of the Company subject to compliance with the Company's nomination procedures as set out in the Regulations.
- The same rights shall apply for any special meetings of the Company.

## **VOTING RIGHTS**

- 2.13 All Members in good standing with Volleyball Ireland shall have the right to vote at a general or special meeting of the Company on the following basis.

- (a) Junior Clubs shall have one vote;
  - (b) Senior Clubs shall have two votes (notwithstanding the number of delegates at the meeting); and
  - (c) Volleyball Bodies shall have one vote;
- 2.14. The Board may establish and alter the category of Member being Volleyball Bodies as it deems appropriate and may establish the applicable terms of membership for such body (including as to subscription fees applicable).

### **ASSOCIATE MEMBERSHIP**

- 2.15 Any person, legal or otherwise who shall meet the criteria and pay an associate membership fee to the Company (as determined by the Board) shall be entitled to become an Associate Member of the Company. Associate Members shall be given such rights and privileges as may be determined by the Board (including the obligation to be bound by the Constitution, Regulations Relating to Volleyball and the Rules), who shall have the power to remove such person/body. For the avoidance of doubt, Associate Members are not members of the Company and shall not be entered into the register of Members save where they become Members of the Company in accordance with Article 2 and shall have no voting rights.

### **MEMBERSHIP DUTIES**

- 2.16 Membership of the Company by a Club or Volleyball Body shall be effective as an agreement binding on such Club or Volleyball Body (which agreement requires such Club or Volleyball Body to similarly by agreement bind its affiliated membership which it undertakes to do) to abide by the Constitution, Regulations Relating to Volleyball and the Rules and to accept and enforce all the decisions of Volleyball Ireland, its Board and Executive Committee and/or appointed judicial bodies (as the case may be) in relation to the playing and/or administration of the Sport amongst its affiliated Membership. Any breach of this agreement or any conduct which may be prejudicial to the interests of Volleyball Ireland or the Sport shall render such Club or Volleyball Body liable to disciplinary action in accordance with Regulation 12 of the Regulations Relating to Volleyball.
- 2.17. A Member's rules, bye-laws, regulations and/or procedures shall not be in conflict with any provision of the Constitution, the Regulations Relating to Volleyball and/or the Rules.
- 2.18. In the event of a Member failing to comply with and/or to enforce any disciplinary or other measure prescribed by the Board, a disciplinary committee (or other appointed judicial body(ies)) and/or the Company in general meeting, the Member shall be liable to be removed from Membership of the Company in accordance with the procedures for removal set down in the Regulations or otherwise provided by the Board.
- 2.20 Without limiting the effect of the Disciplinary Regulations in relation to the full suspension and/or expulsion of a Member in the event of a breach of the Constitution and/or Regulations, Members that do not meet the Membership Criteria and/or other conditions governing their membership of Volleyball Ireland may have their membership provisionally suspended by the Board pending a meeting of the General Assembly. Only the General Assembly shall be entitled to fully suspend and/or expel a Member from membership of Volleyball Ireland.

## **3. GENERAL MEETINGS**

- 3.1. Subject to the provisions of this Article, an annual meeting of the Company or a special meeting of the Company shall be held in Ireland.

- 3.2 The Company shall hold an Annual General Meeting (**AGM**) each year at such time and place as may be determined by the Directors and shall be described as such in the notices calling it provided that every AGM shall be held not more than 15 months after the holding of the preceding AGM.
- 3.3 The AGM shall have oversight of the stewardship of the Board. All general meetings other than the AGM shall be called Special General Meetings.
- 3.4. The Company may also hold Special General Meetings that shall be so described when notified to the Members. The Board shall convene a Special General Meeting where:
- (a) a resolution to convene a Special General Meeting is passed at the preceding AGM; or
  - (b) the Board resolves to convene such a meeting; or
  - (c) Members who represent 25% of the voting rights of all Members entitled to vote at general meetings and Special Meetings submit a written requisition to the Board for the holding of such a meeting.
- 3.5. Subject to the provisions of the Acts, such meetings shall be convened by the Board within twenty-one (21) Clear Days after the receipt of the requisition required under this Article or the date on which the Board or AGM (as the case may be) resolve to convene such a meeting. A Special General Meeting shall be held on such date and at such time and venue as determined by the Board.
- 3.6 The AGM and any Special General Meeting shall be conducted in accordance with the General Meeting Procedural Regulations set out in the Regulations Relating to Volleyball which may be amended by the Board.
- 3.7 Each Member shall be represented at the AGM by two representatives who are either office holders of the Member or duly appointed members of such Club or Volleyball Body and designated to represent such Member at the AGM. Additional non-voting members of such Members may be entitled to attend the AGM upon prior written request to and approval by the Secretary of the Board.

#### **NOTICE OF GENERAL MEETING**

- 3.8 Notice of every general meeting of the Company shall be given to:
- (a) every Member; and
  - (b) all the Directors and Secretary of the Company; and
  - (c) to the Associate Members where they are specifically entitled to attend.
- 3.9 Subject to Sections 181 and 191 of the Act, an AGM and a meeting called for the passing of a special resolution shall be called by no less than with 21 Clear Days' notice in writing. All other Special General Meetings shall be convened by the Company giving 14 Clear Days' notice thereof. The agenda for a special general meeting shall be sent out with the notice therefore and shall specify the nature of the business of such meeting. The notice shall specify the place, the day, the hour of the meeting, the general nature of the business to be transacted at the meeting, in the case of a proposed special resolution, the text or substance of that proposed special resolution, and shall be given in a manner hereinafter mentioned to such persons as are under the Articles of the Company entitled to receive notices of the Company. A special general meeting may be convened immediately following the AGM by giving the notice in the manner specified above or where 75% of those Members present and entitled to vote pass a resolution to hold such a meeting.

- 3.10. Each notice of a general meeting shall specify the date; place and the hour at which it is intended to hold the said meeting. The notice shall also specify the general nature of the business to be transacted at the meeting and any proposed resolutions. The notice shall ordinarily be sent by ordinary post and shall also be sent to Members by e-mail and if sent by email, it will be deemed delivered at the time sent provided a non-delivery notification has not been received.
- 3.11. The accidental omission to give notice or the non-receipt of such a notice specified above to a Member entitled to be present and voting at a general meeting shall not in itself invalidate the proceedings at a general meeting.

### **NOMINATIONS**

- 3.12. Candidates wishing to stand for election as an Officer or for any office under these Articles where election at the Company AGM is required must receive the nomination of at least two (2) Members, one proposed and one seconded.
- 3.13. The names of nominees for election must be notified to the Secretary in writing no later than 7 Clear Days prior to the date of the Company AGM.

### **PROCEEDINGS AT GENERAL MEETINGS**

- 3.12. The business of the AGM shall consist of the following:
- (a) consideration of the statutory financial statements of the Company for the financial year most recently ended together with the directors report and (if required) the statutory auditor's report thereon;
  - (b) the election or re-election of Directors;
  - (c) the election of the Officers (or any of them);
  - (f) the appointment of the accountants or auditors (as applicable);
  - (g) authorisation to the Directors to fix the remuneration of the accountants or auditors; and
  - (h) any resolutions in respect of which the due and proper notice shall have been given.
- 3.13. Save for the business described in Article 3.12 all other business to be transacted at a General Meeting shall be so transacted at a Special General Meeting.

### **QUORUM**

- 3.14. No business shall be so transacted at any general meeting unless, a quorum of Members present at the time when the meeting proceeds to business. Save as herein otherwise provided, a quorum shall consist of one quarter (25%) of the Members personally present shall constitute a quorum.
- 3.15. If within half an hour from the time appointed for the General Meeting a quorum, is not precedent then:
- (a) where the meeting has been convened upon the requisition of Members, the meeting shall be dissolved;
  - (b) in any other case:
    - i. the meeting shall stand adjourned to such other time and place as the Directors may determine (which will be as soon as reasonably practicable thereafter and ordinarily within 28 days of the adjourned meeting). Ten Clear Days' notice of date, time and place of the adjourned meeting will be sent to all Members;
    - ii. if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those Members present shall constitute a quorum. Only business, which was on the agenda of the original meeting, may be considered at an adjourned meeting.

### **CHAIR OF THE MEETING**

- 3.16. The Chair of the Board or in their absence the Vice Chair of the Board shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson or vice chairperson, or if either of them is not present within 15 minutes after the time appointed for the holding of the meeting or if they are unwilling to so act, the Members present shall elect a member of the Board to be chairperson of the meeting.
- 3.17. If at any meeting no Director of the Board is willing to act as chairperson, or if there is no Director present within 15 minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to be chairperson of the meeting.
- 3.18. The chairperson 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. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjourned took place. When a meeting is adjourned for 28 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting, but subject to that, it shall not be necessary to give any notice of an adjourned or of the business to be transacted at an adjourned meeting.
- 3.19. At any general meeting, unless a poll is demanded in accordance with Article 3.22;
- (a) a resolution put to the vote of the meeting shall be decided on a show of hands;
  - (b) a declaration by the chairperson that a resolution has, on a show of hands, been carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes 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 such resolution.
- 3.20. Where there is equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands take place, or at which the poll is demanded, shall be entitled to a second or casting vote.
- 3.21. Subject to Section 193 of the Act, a resolution in writing signed by all the Members of the Company 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 in writing may consist of several documents in like form each signed by one or more Members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any Member, this statement shall be prima facie evidence that it was signed by him or her on that date.

### **VOTING ON A POLL**

- 3.22. At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).
- 3.23. A demand for a poll may be made by:
- (a) the chairperson of the meeting;
  - (b) at least three Members present in person;

- (c) any Member or Members present in person and representing not less than 10% of the total voting rights of all the Members of the Company concerned having the right to vote at the meeting.

Unless a poll is demanded in writing by at least three members, a declaration by the Chairman at a General Meeting that a resolution has been carried or carried by a particular majority and an entry to that effect in the book of proceedings of the Association shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution. If a poll be demanded by three members or more, the same shall be taken in such manner and either at once or after an interval or adjournment as the Chairman directs and the result of such poll shall be deemed to be the resolution of the Association in general meeting. On a show of hands or at a poll, every member present and entitled to vote shall have one vote, whether he/she be the nominee of a representative member or an individual member. In the case of an equality of votes at any general meeting, the Chairman shall have a second or casting vote.

- 3.24. A poll demanded on the election of a chairperson, or a question of adjournment, shall be taken forthwith.
- 3.25. A demand for a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 3.24, if a poll is demanded it shall be taken in such manner and at such time as the chairperson of the meetings directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded. Any business, other than that upon which a poll has been demanded, may be proceeded with, pending the taking of the poll.

#### **VOTING RIGHTS**

- 3.25. The voting rights that apply with respect to the different categories of Members are set out in Article 2.14. Only fully paid up Members of the Association may vote at a general meeting.
- 3.26. No objection shall be raised to the qualifications 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 remain valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be made final and conclusive.
- 3.27. Voting by proxy shall not be permitted.
- 3.28. Where a resolution(s) to amend the Company's Constitution is successful at any meeting, that resolution shall have immediate effect from the conclusion of such meeting or the designated effective date as determined at such meeting.
- 3.29. Any motion, other than a motion from the Board, whether to amend the Constitution of the Company, the Regulations Relating to the Game, the Rules of Competition or Other Rules or on any other topic, shall be notified to the Board in writing not less than sixty (60) Clear Days before the date of the general meeting. Each such motion shall deal with one subject only.
- 3.30. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.
- 3.30. In such case of equality of votes the chairperson of the meeting shall have a casting vote.

#### **4. DIRECTORS**

- 4.1. There shall be a maximum of nine (9) and a minimum of three (3) Directors of the Company, comprising the Board. These Directors shall comprise the Officers, the Independent Board Members and the duly Co-opted Board Members. All Directors shall have the same rights including the right to vote on any matters at Board meetings.

#### **OFFICERS**

- 4.2 The following Officer positions are hereby created by these Articles:

- (a) The President who shall act as the Chairperson of the Board;
- (b) The Vice President who will be the Vice-Chairperson of the Board;
- (c) The Secretary;
- (d) The Board Member without portfolio.

4.2.1 The Officers shall be elected for a three year term at the Company AGM.

4.2.2 The President, and Secretary shall be elected in Year 1 of the Election Cycle.

4.2.3 The Vice President and Board Member without portfolio shall be elected in Year 2 of the Election Cycle.

4.2.4 Ordinarily Year 3 of the Election Cycle shall be a non-election year, save to fill any casual vacancies on the Board.

#### **INDEPENDENT BOARD MEMBERS**

- 4.3 There shall be two Independent Board Members who shall be selected by a Nominations Committee (established under Article 5) through a process to be determined and approved by the Board. The nominated Independent Board Members shall be appointed once elected by the Membership.

4.3.1 Their term shall be for three years, which is renewable once by election.

#### **CO-OPTED BOARD MEMBERS**

- 4.4 The Board can co-opt up to two additional persons as Board Members based on the identified skills and diversity requirements of the Board to achieve a balanced board composition. The Board may consult with the Nominations Committee in this regard.

4.4.1 Co-opted persons shall be appointed by the Board and may serve on the Board for a period designated by the Board up to 2 years. The term is renewable once.

- 4.5 No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as a Director, or on any committee of the Directors. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

- 4.6 The Directors may from time to time make, vary and repeal the Regulations Relating to the Game (and any bye-laws thereunder) for the regulation of the affairs of the Company and the conduct of its officers, servants and Members and such Regulations may prescribe the subscription to be paid by Members and Associate Members and the privileges to be enjoyed by any Member, provided that no Regulation shall be made which is inconsistent with the provision of the Act or the Constitution for the time being of the Company or which would amount to such an addition or to alteration of these Articles as could legally only be made by special resolution passed and confirmed in accordance with the Act.

- 4.7 The Directors may from time to time and at any time by power of attorney, appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the lawyer or lawyers of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit.
- 4.8 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be by such person or persons and in such manner as the Board shall from time to time by resolution determine.
- 4.9 The Board shall cause minutes to be entered in books kept for that purpose of;
- (a) all appointments of Officers and Commission members made by the Board;
  - (b) the names of the Directors present at each meeting of the Board and of any committee of the Directors;
  - (c) all resolutions and proceedings at all general meetings of the Company;
  - (d) meetings of the Board, committees of the Board and of the Commissions;
  - (e) all persons employed or contracted by the Company (and the basis of same), their role and scope of functions;
  - (f) all matters which affect or have the potential to affect the reputation of the Company; and
  - (g) such other matters as the Board considers appropriate.
- 4.10 Such meetings shall be entered in the foregoing books as soon as may be after the appointment concerned is made, the meeting concerned has been held or the resolution concerned has been passed. Any such minute, if purporting to be signed by the chairperson of the meeting at which the proceedings were had, or by the chairperson of the next succeeding meeting, shall be conclusive evidence of the proceedings. Where minutes have been made in accordance with this Article of the proceedings of any meeting of Directors or committee of Directors or Commission, then until the contrary is proved:-
- (a) they shall be deemed to have been duly held and convened;
  - (b) all proceedings had at the meeting shall be deemed to have been duly had; and
  - (c) all appointments of Officers, and Commission members made by its Directors at the meeting shall be deemed to be valid.
- 4.11 The Directors shall have particular responsibility for signing off the strategic plan and monitoring its subsequent implementation and review; and for ensuring that the Company operates within agreed financial parameters and in accordance with the law.
- 4.12 Directors may not appoint any person as their alternative or their proxy to attend or vote at Directors' meeting in their place.

## **5. NOMINATIONS COMMITTEE**

- 5.1 The Directors shall establish a Nominations Committee which shall consist of the President and two persons (who may be persons from outside of volleyball and who shall not be any of the remaining Directors or employees of the Company). No person who is a staff member or who is likely to become a candidate for nomination as an Independent Director shall be a member of the Nominations Committee, save that the Chairperson may be a member of the Nominations Committee.

- 5.2 The Nominations Committee may consult as widely as possible, including but not limited to, the Commissions, Sport Ireland, other national governing bodies, board matching organisations in its quest for suitable nominees.
- 5.3 The purpose of the Nominations Committee shall be to nominate the two Independent Directors for the purposes of Article 3.12. The Nominations Committee may also be consulted by the Board to assist with any casual vacancies that may arise on the Board between elections and in relation to proposing suitable candidates as co-opted Board Members.
- 5.4 The Nominations Committee shall bring its nominations to the Directors at least **one month** before the date of the AGM and its nominations shall be subject to the approval of the Directors.

## **6. BOARD**

- 6.1. The Board shall, subject to Article 4.1, consist of the Officers, the Independent Board Members and the co-opted Board Members.
- 6.2. The Board shall manage the affairs of the Company during the period between AGMs. It shall meet to dispose of business, adjourn and otherwise regulate its meetings as it thinks fit. It shall have power to delegate the day-to-day affairs of the Company, to an Executive Committee (if established by resolution of the Board).
- 6.3. The Executive Committee, if established, shall be responsible for the day to day operations of the Company and shall consist of the Officers with the Chief Executive Officer (in attendance) and such other persons as their determine necessary to assist them in the day to day running of the Company's operations. Decisions of the Executive Committee shall be presented for ratification at the next meeting of the Board.
- 6.4. Vacancies
- 6.4.1 Casual vacancies arising in the position of President, Vice President and Company Secretary shall be filled by election at a Special General Meeting or the next AGM.
- 6.4.2 Vacancies for all other positions on the Board occurring during the year, other than the Independent Directors shall be filled by the Board, by co-option from eligible members. Any Director so appointed shall retain their office until the next AGM but shall be eligible for re-election.
- 6.5. No more than one member from any one Club or Volleyball Body shall sit on the Board at any time.
- 6.6. Term Limits
- 6.6.1 Every member of the Board, at the end of their term of office, shall be eligible for re-election as a member of the Board for two (2) further term(s) before stepping down for at least one (1) term.
- 6.6.2 Where a Director serves a partial term of three years, this shall be deemed to be a full term where such services is for 18 months or more and shall not be deemed as a term for the purposes of Article 6.6.1 where the service is 17 months or below.
- 6.7. The Company may by ordinary resolution, remove any member of the Board before the expiration of their period of office, notwithstanding anything in these Articles or in any agreement between the Company and such member, where the Director becomes restricted

or disqualified from being a director by reason of any order made under Chapters 3 or 4 of Part 14 of the Act.

6.8. Excluding general meetings, each member of the Board shall have one vote.

## **7. GENERAL POWERS OF THE BOARD**

7.1. The business of the Company shall be managed by its Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting, but subject to:

- (a) the provisions of the Act;
- (b) any regulations contained in this Constitution; and
- (c) to such directions, not being inconsistent with the foregoing provisions or regulations, as may be given by the Company by special resolution in general meeting.

7.2. However, provided that no alteration of the Constitution of the Company and no direction given by the Company in general meeting pursuant to Article 7.1, shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.

7.3. The Board's duties shall include the following:

- (a) To administer the affairs of the Company;
- (b) To submit to each AGM the Board's report together with audited accounts for the preceding period, and an outline budget for the succeeding year;
- (c) To appoint persons as co-opted Directors and to Commissions;
- (d) To enter commercial arrangements with commercial partners to promote the Sport in Ireland.

7.4. The Board may exercise all the powers of the Company to borrow money and to mortgage of charge its undertaking and property or any part thereof.

7.5. In accordance with Section 158 and without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

## **8. DISQUALIFICATION OF DIRECTORS**

8.1. In addition to the cases provided by Section 148 of the Act, the office of Director shall be vacated if a Director:

- (a) is adjudged bankrupt in Ireland, Northern Ireland or Great Britain or makes any arrangements or composition with his creditors generally;
- (b) becomes prohibited from being a member by reason of any order made under the Act;
- (c) becomes of unsound mind;
- (d) resigns his position by notice in writing to the Company Secretary;
- (e) is convicted of an indictable offence (unless the Board otherwise determines);
- (f) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by Section 231 of the Act.
- (g) holds any office or place of profit under the Company;

- (h) fails to attend three consecutive meetings or 60% of meetings in a year unless the Directors determine otherwise; and/or
- (i) has brought and/or has the potential to bring the Company, the Board, the Sport and/or any of its Members or Associate Members into disrepute.

## **9. CONFLICTS OF INTEREST**

- 9.1 If shall be the duty of a Director who is directly or indirectly interested in a contract or proposed contract with the Company to declare the nature of their interest at a meeting of the Directors of the Company. The Director concerned must make the declaration required by this Article at the meeting of the Directors at which the question of entering into the contract is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract, the next meeting of the Directors held after they became so interested, and in a case where the Director becomes interested in a contract after it is made, the said declaration shall be made at the first meeting of the Directors held after the Director becomes so interested.
- 9.2 A general notice give to the Directors of the Company by a Director to the effect that they are a member of a specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with that entity, shall be deemed to be sufficient declaration of interest in relation to any contract so made. The Director so concerned must:
- (a) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - (b) not be counted in the quorum for that part of the meeting; and
  - (c) withdraw during the vote and have not vote on the matter nor seek to influence the vote of any other Directors in the matter.
- 9.3 A copy of every declaration made and notice given pursuant to Article [above], shall within three days after the making or giving thereof, be entered in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, Auditor, Accountant or member of the Company at the registered office of the Company and shall be produced at every general meeting of the Company, and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.
- 9.4 It shall be the duty of a Director who is directly associated with a Member that has a particular interest in a matter to be considered by the Directors to declare the nature of the interest at the first meeting of the Directors at which the matter is first taken into consideration. The Director so concerned must, unless the Directors otherwise determine:
- (a) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - (b) not be counted in the quorum for that part of the meeting; and
  - (c) withdraw during the vote and have not vote on the matter nor seek to influence the vote of any other Directors in the matter.

## **10. TRANSITION PROVISIONS**

- 10.1 Solely for the purposes of the AGM at which the revised Constitution is approved and election of Directors shall takes place (or the next AGM or Special General Meeting at which election of Directors must take place), the calculation of the term period already served by Directors seeking re-election shall be as follows, where a Director has served:
- (a) a single term of two years or less, this shall not be counted for the purposes of Articles 6.6 and 10;

- (b) two or more terms of up to four years, this shall be deemed to constitute one term for the purposes of Articles 6.6 and 10;
  - (c) for terms which cumulatively exceed four years (whether taken consecutively or otherwise), this shall be deemed to constitute two terms for the purposes of Articles 6.6 and 10.
- 10.2 At the first AGM or Special General Meeting at which elections are held, the positions of the Officers and the Independent Members shall be put before the Membership for election. The terms of the President, Treasurer and Secretary in the 2019 elections shall be for 2 years from the 2019 AGM. The same shall apply to the Independent Members. The terms of the Vice President and Board Member without portfolio in the same elections shall be for 3 years and shall count as a full term for the purposes of Articles 6.6 and 10.1.
- 10.3 The transitional provisions of this Article 10 shall cease to have effect following the conclusion of the second AGM of the Company following the approval of the new Constitution.

## **11. PROCEEDINGS OF DIRECTORS**

- 11.1. The Board of Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit, save that they shall hold at least six meetings each year in addition to the AGM. The President or in his absence, the Vice President, shall preside as chairperson at every meeting of the Board or if there is no such president, or vice president or if any of them is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the member of the Board present shall elect one of their number to be chairperson of the meeting. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes the chairperson shall have a seconded or casting vote. A member of the Board may, and the Secretary on the requisition of a member of the Board shall, at any time summon a meeting of the Board. If the Board so resolve it shall not be necessary to give notice of a meeting of the Board to any member who being resident in the state is for the time being absent from the state.
- 11.2. The quorum necessary for the transaction of the business of the Board shall be determined by the Directors and unless so fixed shall be 50% of their number. The continuing members of the Board may act notwithstanding any vacancy in their number, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as necessary quorum of members, the continuing member(s) may act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Company but for no other purpose.
- 11.3. Accounts
- 11.3.1 The Directors shall cause proper books of accounts to be kept relating to (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; (ii) All sales and purchases of goods by the Company and (iii) The assets and liabilities of the Company. The books of account shall be kept at the Registered Office or the place of business of the Company.
- 11.3.2 The books of account shall be kept at the office or at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.
- 11.3.3 The Directors shall from time to time in accordance with Part 6 of the Act cause to be prepared and to be laid before the AGM of the Company such profit and loss accounts,

balance sheets, group accounts and reports as are required by those sections to be prepared and laid before the AGM.

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

11.4 A Director may, and the Secretary at the request of a Director shall, at any time summon a meeting of the Directors.

11.5 All Directors shall be entitled to reasonable notice of any meeting of the Directors, but if the Directors so resolve, it shall not be necessary to give notice of a meeting of the Directors to any Director who, being resident in the State, is for the time being absent from the State.

### **BOARD COMMITTEES**

11.6 The Directors may establish one or more committees consisting in whole or in part of members of the Board of Directors. The Directors shall appoint a Chairperson of each committee. A Committee so appointed may meet and adjourn as it thinks proper.

11.7 Questions arising at any meeting of the Board, or of a committee established by the Board, shall be determined by a majority of votes of the Directors (or members) present, and where there is an equality of votes, the Chairperson shall have a second or casting vote.

11.8. All the acts done by any meeting of the Board or by any person acting as a member of the Board shall, notwithstanding that it is afterward discovered that there was some defect in the appointment of any such members of the Board or persons acting aforesaid, or that they or any of them were disqualified, be as valid as if every such person has been duly appointed and was qualified to be a member of the Board.

11.9. A resolution in writing signed by all the Directors of the Company, or by all the members of a committee of them, and who for the time being are entitled to receive notice of a meeting of the Directors, or as the case may be such committee, shall be as valid and effectual as if it had been passed at a meeting of the Directors or such a committee duly convened and so held.

11.10 The resolution referenced in Article 11.9 may consist of several documents in the like form each signed by one or more Directors and for all purposes shall take effect from the time that it is signed by the last Director.

11.11. Any Director may participate in (and vote at) a meeting of the Board by means of conference telephone, video or other telecommunications equipment or means whereby all persons participating in the meeting can hear each other speak. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and such persons shall be entitled to vote and be counted in a quorum accordingly. Any Director or member of a committee of the Board may be situated in any part of the world for any such meeting. Such meeting shall be deemed to take place at such location as the meeting itself shall decide or in default where the largest group of those participating in the conference is assembled and if there is not such group, where the Chairperson of the meeting then is.

## **12. SECRETARY**

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

- 12.2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.
- 12.3 Where any office becomes vacant during the year the Secretary shall notify the Board of this by including it on the agenda of the next meeting following the occurrence of the vacancy.

### **13. CHIEF EXECUTIVE OFFICER**

- 13.1. A Chief Executive Officer may be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Chief Executive Officer so appointed may be removed by them. The Directors shall put in place arrangements for the line management of the Chief Executive Officer and for the monitoring and appraisal of their performance.
- 13.2 The Chief Executive Officer shall not be a Director (but shall attend all Board meetings except where their remuneration or performance is being discussed or unless reasonably requested otherwise by the Board) and shall act as principal adviser to the Directors and shall hold office on such terms and conditions as the Board may determine.
- 13.3 The Chief Executive Officer shall be responsible for implementing the strategies and policies adopted by the Board (and Board of Management if established), for the engagement and supervision of staff for the Company in accordance with the requirements of the Board and, subject to the provisions of the Act, for the day to day running of the Company and shall report to the Board accordingly at its meetings.

### **14. DELEGATION OF THE BOARD POWERS AND COMMISSIONS**

- 14.1. The Board may delegate any of its powers to a Commission provided a majority of the members present entitled to a vote at a meeting of the Board pass such a resolution. Any Commission so formed shall in the exercise of the powers so delegated, conform to any regulations or terms of reference issued by the Board. Any member of the Company who is eligible for appointment to the Board may be appointed to act on any such Commission. The Board may also delegate to the Chief Executive Officer or to any Director or Commission member such of its powers as it considers desirable to be exercised by them.
- 14.2. Any such delegation referred to in Article 14.1 may be made subject to any conditions the Board may impose and may be revoked or amended at any time by the Board.
- 14.3. The terms of reference and detailed rules of procedure for all Commissions shall be set by the Board in the Regulations Relating to Volleyball or otherwise and may be revoked or amended at any time by the Board.
- 14.4. The President and Vice-President shall be *ex officio* members of all Commission and the Board may appoint any Director to be a member of any Commission.
- 14.5. The Board shall have the power to appoint the president of a Commission and any person to fill a casual vacancy arising on any Commission established by the Board pursuant to these Articles. Any person so appointed shall hold office from the date of such appointment until the conclusion of the next AGM after their appointment.

14.6. A Commission may meet and adjourn as it thinks proper. Questions arising at any meeting of any Commission shall be determined by a majority of votes of the Commission members present and entitled to vote. Where there is an equality of votes, the chairperson of the Commission (who shall ordinarily be the Commission president) shall have a second or casting vote. A resolution in writing signed by all the members of any Commission entitled to receive notice of a meeting of the Commission and to vote thereat shall be as valid and effectual as if it had been passed at a meeting of the Commission duly convened and held and may consist of several documents in the like form each signed by one or more members of the Commission.

14.7 The Commissions shall be obliged to carry out their duties consistent with the Constitution, Regulations Relating to Volleyball, the Rules and the strategic policies and budgetary framework of the Board.

## **15. THE SEAL**

The Company seal shall be used only by resolution of the Board and every instrument to which the seal shall be affixed shall be signed by the chairperson of the Board and shall be countersigned by the Secretary or by a second member of the Board for the purpose.

## **16. INDEMNITY**

The Company shall indemnify each of its Officers, Directors, officials and employees, when acting in good faith, against claims by third parties for liabilities arising out of their official duties for, or on behalf of the Company.

## **17. AUDIT**

17.1. The accounts of the Company shall be audited at least once every fiscal year and the correctness of the income and expenditure account and balance sheet ascertained by the auditors appointed who shall be properly qualified accredited auditors.

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

## **18. NOTICES**

18.1. A notice of any matter shall be deemed served by the Company upon any Member if it is either personally served by a person so authorised by an Officer of the Company or it is sent through the post by ordinary prepaid post addressed to such Member at the address appearing in the register of Members or by sending same by means of electronic mail or other means of electronic communication approved by the Board, to the address of the Member notified to the Company by the Member for that purpose (or if not so notified, then the address of the Member last known to the Company). It is the duty of every Member to ensure that a correct address for them is stated on the register.

18.2. Where notice is sent by the post service of the notice shall be deemed to have been affected after the expiration of two working days after it has been posted. Where a notice or document is given, served or delivered in accordance by email, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twelve (12) hours after despatch.

- 18.3. Notice of every meeting shall state the date, time, agenda and value of the meeting and any dispute thereto shall be resolved by reference of the same to the auditor, for the time being, of the Company or in default by an independent person appointed by the chair (or in default the vice-chair, not being the President) of the Nominations Committee. No other person or persons save members shall be entitled to receive notices of meetings.

## **19. AMENDMENTS**

- 19.1 These Articles may be only be amended at an AGM or Special General Meeting of the Company.
- 19.2 Any amendment must be by way of a vote of at least two-thirds of those present and voting at the general meeting provided that notice of any proposed amendment or new Article shall be given in writing to the Secretary or by resolution of the Board at least twenty-eight Clear Days before such general meeting and forwarded by them to each Member and Board member at least fourteen Clear Days before such general meeting.

## **20. DISCIPLINARY MATTERS**

- 20.1. The Board may determine the disciplinary regulations, rules of the sport and its competitions as are within the control of the Company and shall have the power to discipline any Member, Associate Member, Director, officer and/or official representative when it is satisfied there has been any breach thereof including without limitation of the Constitution, Regulations Relating to Volleyball, the Rules, the Code of Conduct and/or the equivalent constitutional provisions of its affiliated bodies, or where there has been conduct which brings or is likely to bring the Company or the Sport into disrepute.
- 20.2. The Board may, without limitation, suspend membership of the Company of any person or body, impose fines on, remove recognition of titles won or records achieved by, caution or censure any such person or body.
- 20.3. The Board may provisionally suspend the membership of any person or body pending the outcome of any investigation process.
- 20.4. The Board may delegate the exercise of its disciplinary functions to specific disciplinary sub-committees of the Board, or create independent disciplinary structures with specific remits and devolved decision making authorities, subject to final approval by the Board.
- 20.5. In cases where doping is alleged or suspected or is or may be an issue, the Company shall follow the procedures and rules referred to Article 20.6.
- 20.6 The anti-doping rules of the Company are the Irish Anti-Doping Rules published by Sport Ireland and as amended from time to time by Sport Ireland. The Company accepts the right of FIVB, Sport Ireland, the Olympic Federation of Ireland, or duly authorised representatives of such bodies, to conduct anti-doping testing, in accordance with law, on all persons who participate in the Sport by reason of their membership of the Company both in-competition and out-of-competition.
- 20.6.1 Any decision made by a tribunal appointed pursuant to the Irish Anti-Doping Rules may be submitted exclusively by way of appeal to the Court of Arbitration for Sport in Lausanne, Switzerland, which will resolve the dispute definitively in accordance with

the Code of sports-related arbitration. The time limit for appeal is twenty-one days after the reception of the decision concerning the appeal. The language of any such appeal shall be English and the governing law shall be the law of Ireland.

20.6.2 All Members are obliged to inform their members of their obligations to comply with this Article and to ensure such compliance is reflected in the governing documents of the Member.

20.7 It shall be a fundamental condition of Membership, in addition to any other provisions concerning membership and the various categories of membership as laid down in these Articles, that, Members procure that their members shall submit to and comply with any anti-doping testing by the Company or any of the bodies referred to in Article 20.6 or as provided with jurisdiction pursuant to the World Anti-Doping Code as reflected in the Irish Anti-Doping Rules (as amended from time to time).

## **21. DISPUTE RESOLUTION**

21.1 Sports Dispute Solutions Ireland:

- (a) 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 which fall within the scope of the competence of Sports Dispute Solutions Ireland (SDSI). 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.
- (b) Each such dispute may be referred to SDSI for final and binding arbitration by a single arbitrator (unless otherwise agreed by the parties) in accordance with the SDSI Arbitration Rules and in accordance with the Arbitration Act 2010 as amended.
- (c) This Article shall also apply to every participant and member of every Unit (as defined in (f) 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 SDSI arbitration in accordance with sub-article b) above.
- (d) 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 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.
- (e) The object and effect of this Article is to prohibit any party to such dispute or difference from commencing legal proceedings before the courts.
- (f) For the purpose of this Article, "Unit" means any player, team, association, Club, Volleyball Body, committee or commission or other grouping, association or entity of any type which is in turn a member, part of, affiliated to or governed by the Company.

## **22. COMPANIES ACT**

The regulations in the Companies Act 2014 (as amended from time to time) will apply to the Company subject to the alterations herein contained and will, so far as not inconsistent with these presents bind the Company and the Members.