

THE COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
CONSTITUTION

of

SPECIAL OLYMPICS IRELAND

MEMORANDUM OF ASSOCIATION

Capitalised terms used in this Memorandum of Association shall have the meanings given to those terms in the Articles of Association.

1 NAME

The name of the company is "Special Olympics Ireland" (the "**Company**").

2 COMPANY TYPE

The Company is a company limited by guarantee, to which Part 18 of the Act applies.

3 PRINCIPAL OBJECT

3.1 The principal objects for which the Company is established are to benefit the community by providing or assisting in providing Recreational Facilities for persons with an Intellectual Disability across the island of Ireland and in particular organising, supporting and promoting Olympic style sports training and competitions for such persons who by reason of their disability have need of such facilities with the objective of improving their conditions of life in accordance with and in furtherance of the mission, goal and founding principles of the international Special Olympics movement, including in particular:

3.1.1 the mission of providing year-round sports training and athletic competition in a variety of Olympic-type sports for persons with an Intellectual Disability, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other Special Olympics Athletes and the community; and

3.1.2 the ultimate goal of assisting persons with an Intellectual Disability to participate as productive and respected members of society at large, by offering them a fair opportunity to develop and demonstrate their skills and talents through sports training and competition, by providing developmental opportunities for them, and by helping to increase the public's awareness of their abilities.

4 SUBSIDIARY AND ANCILLARY OBJECTS

4.1 The following objects set out hereafter are exclusively subsidiary and ancillary to the principal objects set out above and these objects are to be pursued only for the

attainment of those principal objects and any income generated therefrom is to be applied for the principal objects only. As subsidiary objects:

- 4.1.1 to promote participation of persons with an Intellectual Disability in ordinary, everyday sporting activities;
- 4.1.2 to be and remain authorised and accredited as a Special Olympics Programme and to contribute to the development of Special Olympics Incorporated;
- 4.1.3 to be organised on an inclusive and participative basis, with an active membership and committed to ensuring that athletes and volunteers are involved in the activities and decision-making processes of the Company;
- 4.1.4 to adopt and implement safeguarding policies in furtherance of protecting the safety and well-being of Special Olympics stakeholders while they participate in Special Olympics activities;
- 4.1.5 to adopt and abide by the spirit and terms of the anti-doping programmes and anti-doping rules applicable throughout the island of Ireland under the auspices of Sport Ireland and Sport Northern Ireland as relevant and as amended from time to time;
- 4.1.6 to improve and elevate the technical and general knowledge and appreciation of the public or of any person or persons engaged in or about to engage in the furtherance of the above principal objects or any of them; and,
- 4.1.7 to provide such services connected with the principal objects of the Company as are considered to be of assistance and benefit in furthering the principal objects of the Company.

5 POWERS

- 5.1 The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the principal objects and which powers may only be exercised in promoting the principal objects. Any income generated by the exercise of these powers is to be applied to the promotion of the principal objects:

Powers relating to property

- 5.1.1 to purchase, sell, take on lease or in exchange, licence, hire, sub-let or otherwise acquire or deal with in any way whatsoever any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings, works or erections necessary or convenient for the fulfilment of the objects of the Company;
- 5.1.2 to furnish, add to, alter and equip, and, subject to such consents as may be required by law, manage, develop, let, mortgage or otherwise deal with all or any part of the property, rights and privileges of the Company as may be deemed expedient with a view to the furtherance of its objects;

- 5.1.3 to act as trustees of any property, real or personal for any of the above objects of the Company or for any other purpose that may seem conducive to the objects of the Company;
- 5.1.4 to acquire by purchase, exchange, lease, fee farm grant or otherwise, whether for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold, farm, work or manage or to sell, let, alienate, mortgage, lease or charge land, houses, property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner;
- 5.1.5 to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company and to apply the net proceeds of such sale or mortgage for such charitable purposes of the Company as it may think fit and in particular for all or any of the charitable purposes of the Company;
- 5.1.6 to guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, the performance of the obligations of and the repayment or payment of the principle amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company;

Powers to fundraise and receive funds

- 5.1.7 to obtain, collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants, fundraising events or any other lawful method, and to receive and accept gifts of property of any description (whether subject to any special trusts or not) for or towards the objects of the Company, and to apply to such purpose the donation received as well as the income from any such donations or legacies;
- 5.1.8 to raise funds and to help raise funds for the purpose of implementing the objects of the Company as set forth in this Memorandum;
- 5.1.9 to contribute by donation, subscription, loan, guarantee or otherwise to any other charitable object whatsoever;
- 5.1.10 to take such steps by personal or written appeals, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company, by way of donations or otherwise;
- 5.1.11 to receive and administer and allocate grants and gifts made available to the Company for its principal objects (and whether or not such grants or gifts are made from such public funds or otherwise) under the terms and conditions attached to such grants and gifts;

5.1.12 to collect all allocations, fees or other amounts payable for facilities and services provided by the Company;

Financial powers

5.1.13 to make, draw, accept, endorse, issue, discount and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments;

5.1.14 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as the Company shall decide in furtherance of its objects and to accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally, prior permission to be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two years;

5.1.15 to borrow and raise and disperse money in such manner as the Company may think fit and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed, and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities;

5.1.16 to subscribe to or guarantee money for any local, national, international, charitable, benevolent, public, general or useful object, or for any exhibition;

5.1.17 to create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the principal objects of the Company;

5.1.18 subject to clause 10 hereof, to remunerate any person or company rendering service to the Company in any manner and to pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company and of any other company, association or body formed, promoted, financed or assisted by the Company, or which the Company shall consider to be preliminary expenses in relation to the Company or any such other company, association or body;

5.1.19 to employ, engage and retain all such officers and servants and to appoint, engage and retain or direct the appointment, engagement or retention of such educational, sport, administrative, clerical, financial and other employees, consultants and advisers of any description as may be required for the purposes of the Company and to make all reasonable and necessary provisions for the payment of wages, salaries, pensions, superannuation to or on behalf of employees and their widows, widowers and other dependents;

Interactions with other entities

- 5.1.20 to establish, join, support and subscribe to, or to aid in the establishment and support of associations, institutions, societies, co-operatives, clubs, funds, trusts or conveniences calculated to benefit the Company or employees or ex-employees of the Company or the dependants or connections of such persons, or connected with any town or place where the Company carries on business; 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 a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such 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 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;
- 5.1.21 to establish or participate in other companies or associations whether as shareholder or member or otherwise;
- 5.1.22 to take or otherwise acquire, and to hold, membership interests, shares and/or securities of any company or association and to sell, hold, reissue, with or without guarantee, or otherwise deal with same;
- 5.1.23 to establish and support, and to aid in the establishment and support of, any other company or association formed for all or any of the principal objects of the Company and to subscribe to any charitable purposes in any way connected with the principal objects of the Company or which may be calculated to further its interests or any of them;
- 5.1.24 to amalgamate with any companies, institutions, societies or associations which are registered charities and which have objects similar to those of the Company;
- 5.1.25 to co-operate with other companies, institutions, societies or associations as the Company considers necessary and desirable;
- 5.1.26 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is from time to time authorised to amalgamate, provided strictly that to do so would be in accordance with the charitable objects of the Company;
- 5.1.27 to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is from time to time authorised to amalgamate, provided strictly that to do so would be in accordance with the charitable objects of the Company;
- 5.1.28 to purchase or otherwise acquire and carry on the whole or any part of the business, property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry

on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamate with or enter into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received, provided strictly that to do so would be in accordance with the charitable objects of the Company;

- 5.1.29 to promote any company for the purpose of acquiring all or any of the property and/or liabilities of the Company, or if undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, provided strictly that to do so would be in accordance with the charitable objects of the Company;

Miscellaneous powers

- 5.1.30 to apply, petition for or promote any Act of the Oireachtas or of the Northern Ireland Assembly or any other governing institution with a view to the attainment of the above objects of the Company. The Company shall be non-political, shall not support any political party or candidate for political office and shall take no position on matters of government policy other than those relating to the objects of the Company;
- 5.1.31 to apply for and obtain any legislative, municipal or other acts or authorisations for enabling the Company to carry any of its principal objects into effect or for any extension or alteration of its powers, or for effecting any modification of the Company's Constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest;
- 5.1.32 to enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company or association that may seem conducive to the Company's principal objects, and to obtain from any such government authority or association, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions;
- 5.1.33 to procure, print, publish, issue, make and/or circulate gratuitously or otherwise, reports or periodicals, books, pamphlets, leaflets, advertisements, ezines, electronic data, appeals or other literature either through traditional print or online and social media as are expedient in connection with the above objects or any of them;
- 5.1.34 to constitute any trusts with a view to facilitating the implementation of the objects of the Company;

- 5.1.35 to procure the Company to be registered or recognised in any foreign country, jurisdiction or place;
- 5.1.36 to promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes;
- 5.1.37 to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the principal objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
- 5.1.38 to address complaints and to hear appeals related to the activities of the Company. Where a matter of complaint or appeal relates to sport and has not been resolved to the satisfaction of both parties through Special Olympics rules and procedures, such a matter shall be referred to Just Sport Ireland for mediation in accordance with the Just Sport Ireland Mediation Rules (as amended from time to time). If the dispute is not settled within 30 days of the mediation being instituted, or such other period as the disputing parties may agree in writing, the dispute shall be referred to Just Sport Ireland for final and binding arbitration in accordance with the Just Sport Arbitration Rules (as amended from time to time);
- 5.1.39 to do all such other lawful things as are incidental or conducive to the preservation and maintenance of the property of the Company or to the attainment of the principal objects herein before described, or any of them, and
- 5.1.40 to do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or conjunction with any person, company or association, and to contract for the carrying on of any operation connected with the Company's principal objects by any person, company or association.

6 LIMITATION ON OBJECTS AND POWERS

- 6.1 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.
- 6.2 The above objects shall not be construed in any way so as to render any of them otherwise than exclusively charitable.
- 6.3 The objects and powers contained in clauses 4 and 5 are ancillary and subsidiary to the principal objects set out in clause 3.

7 LIMITATION OF LIABILITY

The liability of the Members is limited.

8 GUARANTEE OF MEMBERS

8.1 Every Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while he is a Member or within one year after he ceases to be a Member, for:-

8.1.1 payment of the debt and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up; and

8.1.2 the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €1 (EUR 1).

9 WINDING UP

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the Members of the Company. Instead such property shall be given or transferred or held in trust to some other charitable company or companies having among its principal objects, objects similar to the principal objects of the Company and which is charitable according to the law of England and Wales and the Republic of Ireland. The charitable company or companies 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 and by virtue of clause 10 hereof. The Members shall select the relevant charitable company or companies at or before the time of dissolution.

Final accounts will be prepared and submitted to the Charities Regulator that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

10 PROHIBITION ON PAYMENTS TO MEMBERS

10.1 The income and property of the Company shall be applied solely towards the promotion of its principal objects 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 way of profit, to the Members (unless a Member is itself a charity). No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

10.1.1 reasonable and proper remuneration to any Member, officer or servant of the Company (not being a Director) in return for any services rendered to the Company;

10.1.2 interest at a rate not exceeding 1% above the Euro Interbank Offered Rate ("Euribor") per annum on money lent by any Director or any Member to the Company;

- 10.1.3 reasonable and proper rent for premises demised or let by any Director or any Member to the Company;
- 10.1.4 reasonable and proper out-of-pocket expenses incurred by any Director in connection with his attendance to any matter affecting the Company;
- 10.1.5 fees, remuneration or other benefit in money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company; or,
- 10.1.6 sums to any Director or to any person with whom a Director has a personal connection (within the meaning of Section 2(1) and 2(2) of the Charities Act) in return for services actually rendered to the Company, pursuant to an agreement entered into in compliance with Section 89 of the Charities Act.

11 APPROVALS, ALTERATIONS OR AMENDMENTS

- 11.1 The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution which requires the prior approval of the Charities Regulator or the Charity Commission for Northern Ireland, advance notice in writing of the proposed changes must be given to the Charities Regulator (or the Charity Commission for Northern Ireland as applicable) as for approval, and the amendment shall not take effect until such approval is received.
- 11.2 Any amendments will be restricted so that the objects of the Company will always be charitable within the laws of Ireland, Northern Ireland, England and Wales.
- 11.3 No amendments of any kind shall be made to the provisions of clauses 9 and 10 of the Memorandum and no amendments shall be made to the Constitution to such extent that they would alter the effect of clauses 9 and 10 of the Memorandum, such that there would be non-compliance with the requirements of section 1180 of the Act.

12 REVENUE AUTHORITIES ENTITLED TO ACCOUNTS

For so long as the Company benefits from charitable tax exempt status from the Revenue Commissioners and HMRC, annual audited accounts shall be kept and made available to the Revenue Commissioners and HMRC on request.

COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
CONSTITUTION
SPECIAL OLYMPICS IRELAND
ARTICLES OF ASSOCIATION

1 PRELIMINARY

1.1 Definitions

In these Articles:

“**Act**” means the Companies Act 2014 (as may be amended from time to time);

“**Affiliate Club**” means a group or entity affiliated to the Company and approved to deliver the Special Olympics Programme, each Affiliate Club being a Member of the Company (known as “**Affiliate Club Members**”) as further described at Article 2.1.2(A);

“**Affiliate Club Delegate**” means a person appointed by an Affiliate Club Member to vote on its behalf at a general meeting of the Company;

“**Affiliate Club Member**” means a Member having the characteristics described at Article 2.1.2(A);

“**Articles**” means these Articles of Association;

“**Board**” means the board of Directors for the time being and from time to time of the Company;

“**Board Member**” means a Member having the characteristics described at Article 2.1.2(C) provided always that each Board Member must be a Registered Special Olympics Volunteer;

“**Central Volunteer Member**” means a Member having the characteristics described at Article 2.1.2(E), provided always that each Central Volunteer Member must be a Registered Special Olympics Volunteer;

“**Charities Act**” means the Charities Act 2009 (as may be amended from time to time);

“**Charities Regulator**” means the Charities Regulatory Authority, a body established by Section 13 of the Charities Act to perform the functions conferred on it by the Charities Act;

“**Committee Delegate**” means each person appointed by a Committee Member to vote on its behalf at a general meeting of the Company;

“Committee Member” means a Member having the characteristics described at Article 2.1.2(B);

“Constitution” means the Memorandum and the Articles;

“Delegates” means each Committee Delegate and each Affiliate Club Delegate;

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

“HMRC” means Her Majesty’s Revenue and Customs, the taxation authority for the United Kingdom;

“Intellectual Disability”, has the meaning attributed to that term by the World Health Organisation¹ and, for the purposes of the Company’s activities in Northern Ireland, has the meaning attributed to the term “Learning Disability” by the Department of Health (United Kingdom)² For the avoidance of doubt the World Health Organisation’s definition refers to a person with significantly reduced ability to understand new or complex information and/or to learn new skills (impaired intelligence), and having a reduced ability to cope independently (impaired social functioning), and begins before adulthood, with a lasting effect on development;

“Mandatory Provision” means a provision of any of Parts 1 to 14 or Part 18 of the Act (together with any statutory modification thereof in force at the date on which these Articles become binding on the Company) that applies to companies limited by guarantee and that is not an Optional Provision;

“Member” means a member of the Company from time to time, including Affiliate Club Members, Committee Members, Board Members, Regional Volunteer Members and Central Volunteer Members;

“Memorandum” means the Memorandum of Association of the Company;

“month” means a calendar month;

“Optional Provision” means a provision of any of Parts 1 to 14 or Part 18 of the Act (together with any statutory modification thereof in force at the date on which these Articles become binding on the Company) that applies to companies limited by guarantee and that:

- (a) contains a statement to the effect, or is governed by a provision elsewhere to the effect, that the provision applies save to the extent that the Constitution provides otherwise or unless the Constitution states otherwise; or
- (b) is otherwise of such import;

“Original Subscribers” means the 8 individuals listed at the end of this Constitution who were the original members of the Company at the date of incorporation of the Company and who are listed in this Constitution solely for the purpose of providing a historical record;

¹ *“Better health, better lives: children and young people with intellectual disabilities and their families”*. (2010).1st ed. [ebook] Denmark: World Health Organisation, p.4.]]

² *“Valuing people: A New Strategy for Learning Disability for the 21st Century”*. (2001) London: Department of Health, p.14.

“Recreational Facilities” means facilities or recreation or other leisure-time occupations which are provided in the interests of social welfare (meaning that the facilities are provided with the object of improving the conditions of life for the persons for whom the facilities are primarily intended, being persons who have need of the facilities because of their Intellectual Disability);

“Region” means each of the geographical areas in the island of Ireland which have been prescribed by the Board as regions of the Company;

“Regional Volunteer Member” means a Member having the characteristics described at Article 2.1.2(D) provided always that each Regional Volunteer Member must be a Registered Special Olympics Volunteer;

“Registered Special Olympics Volunteer” means each individual who gives of their time and resources on a voluntary basis to assist in the advancement of the Special Olympics Programme and who has completed the Company’s requisite vetting process, training requirements and been approved by the Company as registered volunteers;

“Revenue Commissioners” means the Irish Revenue Commissioners;

“Secretary” means any person appointed to perform the duties of the secretary of the Company, and shall include any temporary, assistant or acting secretary;

“Seal” means the common seal of the Company;

“Special Olympics Athlete” means any person with an Intellectual Disability who is registered with Special Olympics Ireland to participate in a Special Olympics Programme;

“Special Olympics Incorporated” means the not-for-profit corporation incorporated under the laws of the District of Columbia, USA, with registered number 52-0889518, and having its principal office in Washington, D.C., USA;

“Special Olympics Programme” means the programme for the promotion of Special Olympics;

“State” means the territory of the Republic of Ireland; and

“year” means a calendar year.

1.2 Interpretation

1.2.1 Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender. Words importing persons shall include legal entities, groups, and companies.

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

- 1.2.3 Unless the contrary intention appears, words or expressions contained in this Constitution shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which this Constitution becomes binding on the Company.
- 1.2.4 Headings and footnotes used in this Constitution are for convenience of reference only and shall not be considered to form part of this Constitution.
- 1.2.5 Subject to the requirements of any Mandatory Provision, to the greatest extent possible the provisions of this Constitution shall take precedence over the provisions of the Act.

2 MEMBERS, ATHLETES AND VOLUNTEERS

2.1 Appointment of Members

- 2.1.1 The number of Members at the date of adoption of this Constitution is 367 but the Directors may from time to time register an increase or decrease in the number of Members, subject to there being a minimum of three Members for so long as the Company benefits from charitable tax exempt status from the Revenue Commissioners.
- 2.1.2 The Members shall be classed into the following categories of membership: (A) Affiliate Club Members; (B) Committee Members; (C) Board Members (D) Regional Volunteer Members and (E) Central Volunteer Members and, subject to the provisions of Article 4.6.13, the following rules shall apply to each of them:
 - (A) Affiliate Club Members shall be each local Special Olympics club or each entity which runs a local Special Olympics Programme and which applies to the Company for membership and is approved in accordance with the Company's policies for admission of Affiliate Club Members.
 - (B) Committee Members shall be each Regional Committee for the time being and from time to time.
 - (C) Board Members shall be each Director for the time being and from time to time subject always to such Director being a Registered Special Olympics Volunteer.
 - (D) Regional Volunteer Members shall be up to 10 individuals from each Region, each of whom must be a Registered Special Olympics Volunteer. Regional Volunteer Members shall be appointed to membership by the Regional Committee of their Region on an annual basis.
 - (E) Central Volunteer Members shall be up to 5 individuals, each of whom must be a Registered Special Olympics Volunteer. Central Volunteer Members shall be appointed to membership by the Board on an annual basis.

2.2 Replacement/ Termination of Members

- 2.2.1 A Member may resign his membership by serving notice to that effect upon the Company, such resignation to take effect no earlier than the date of service of the notice of resignation.
- 2.2.2 The Directors (or in the case of Affiliate Club Members or Regional Volunteer Members, either the Directors or the relevant Regional Committee as the case may be) may require a Member to resign his membership by serving notice upon the Member terminating his membership, such termination to take effect no earlier than the date of service of the notice of termination.
- 2.2.3 A Board Member, Regional Volunteer Member or Central Volunteer Member shall automatically cease to be a Member, if, for any reason, he ceases to be a Registered Special Olympics Volunteer.
- 2.2.4 Each Affiliate Club Member shall remain a Member unless and until this membership is terminated in accordance with the Company policies on termination of Affiliate Club Members or is otherwise terminated in accordance with this Constitution.
- 2.2.5 Each Committee Member shall remain a Member unless and until the Board otherwise determines or unless its membership is otherwise terminated in accordance with this Constitution.
- 2.2.6 Each Board Member shall remain a Member for the duration of his term of office as Director. Upon cessation of a Director's term of office, that individual will automatically cease to be a Board Member and may be replaced in that office by an incoming Director.
- 2.2.7 Each Regional Volunteer Member shall remain a Member for a period of 12 months from his appointment unless his membership is otherwise terminated in accordance with this Constitution. At the expiry of 12 months from the date of his admission as a Regional Volunteer Member, each Regional Volunteer Member shall automatically cease to be a Member and the Regional Committee from his Region may either re-appoint him as a Regional Volunteer Member for the next following 12 month term or may appoint another individual in his place (up to a maximum of 10 Regional Volunteer Members per Region at any one time).
- 2.2.8 Each Central Volunteer Member shall remain a Member for a period of 12 months from his appointment unless his membership is otherwise terminated in accordance with this Constitution. At the expiry of 12 months from the date of his admission as a Central Volunteer Member, each Central Volunteer Member shall automatically cease to be a Member and the Board may either re-appoint him as a Central Volunteer Member for the next following 12 month term or may appoint another individual in his place (up to a maximum of 5 Central Volunteer Members at any one time).
- 2.2.9 If any Member shall refuse or wilfully neglect to comply with any of these Articles or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered him unfit to remain a Member or shall be injurious to the Company, or if the Directors shall for any other good reason require that a Member shall be expelled, such Member may by a resolution of the Directors be expelled from membership provided that he shall have been given notice of the intended resolution for his expulsion and shall have been

afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit.

2.2.10 The death of, or bankruptcy of, a Member shall terminate his membership with immediate effect.

2.3 Members' Rights and Obligations

2.3.1 Each Member shall, on request, be entitled to be provided with a certificate of membership.

2.3.2 Each Member shall use his reasonable endeavours to promote the principal objects and the interests of the Company and shall observe all of the Company's regulations affecting him contained in, or effective pursuant to, this Constitution or the Act.

2.3.3 The rights of each Member shall be personal to him and shall not be transferable, transmissible or chargeable by his own act, by operation of law or otherwise.

2.3.4 A register shall be kept by the Company containing the names and addresses of all the Members, together with such particulars as may be required by the Act.

2.3.5 The rights to attend and vote at general meetings of the Company for each category of Member are as set out at Article 4.6.

2.4 Special Olympics Athletes

2.4.1 Special Olympics Athletes are individuals with an Intellectual Disability who register to participate in the Special Olympics Programme which is provided by the Company across the island of Ireland. Special Olympics athletes are members of an Affiliate Club. Special Olympics Athletes are represented at membership level by the Affiliate Club Members.

2.4.2 The Company maintains a register of all Special Olympics Athletes.

2.5 Registered Special Olympics Volunteers

2.5.1 Registered Special Olympics Volunteers are individuals who give of their time and resources on a voluntary basis to assist in the advancement of the Special Olympics Programme and who have completed the Company's requisite vetting process, training requirements and been approved by the Company as registered volunteers. Registered Special Olympics Volunteers are represented at membership level by the Affiliate Club Members, Regional Volunteer Members, Central Volunteer Members, Committee Members and Board Members.

2.5.2 The Company maintains a register of all Registered Special Olympics Volunteers.

3 GENERAL MEETINGS

3.1 General Meetings

- 3.1.1 An annual general meeting shall be held once in every calendar year, at such time (within a period of not more than 15 months after the holding of the last preceding annual general meeting) and place as may be determined by the Board.
- 3.1.2 Subject to the provisions of Section 176 of the Act, general meetings of the Company may be held inside or outside the State, and such meetings may be held by means of conference or other telecommunication or electronic facility which provides Members as a whole with a reasonable opportunity to participate. Members, if attending a meeting by such means, will be deemed to be present in person at such a meeting and shall be entitled to vote in accordance with these Articles and be counted in a quorum accordingly.
- 3.1.3 All general meetings other than annual general meetings shall be called extraordinary general meetings.

3.2 Notice of General Meetings

- 3.2.1 Subject to section 181 of the Act, a meeting of the Company, other than an adjourned meeting, shall be called in the case of an annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice, and in the case of any other extraordinary general meeting, by not less than 7 days' notice.
- 3.2.2 A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 3.2.1, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote at the meeting and (unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption under section 360 or 365 of the Act, and, where relevant, section 399 of the Act has been complied with in that regard), the statutory auditors of the Company.
- 3.2.3 The Board may publish whether through circulars, newsletters, notices, e-mail or any internet publication, electronic means or other similar means, an announcement that a general meeting is intended to be held. Such an announcement shall predate the issuing of the notice and shall:
 - (A) set out, the date, time and venue(s) of the annual general meeting; and
 - (B) invite Members to submit motions for inclusion as resolutions on the notice of the meeting (each Member being entitled to submit not more than one such motion), and to submit nominations for any elective office. Motions and nominations must be submitted in writing in hard copy or electronically.
- 3.2.4 The notice of a meeting shall specify the place(s), the date and the time 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, all motions submitted by Members for inclusion and decided by the Board to be in order and all nominations for elective office.

- 3.2.5 In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
- 3.2.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 3.2.7 The Board may arrange for the preparation of policy statements and other reports to be referenced in the notice and may, at any time before the notice is sent to Members, submit additional motions and amendments for inclusion.
- 3.2.8 Motions and amendments of which notice has not been given may not be considered by the general meeting.
- 3.2.9 The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition or in default may be convened by such requisitionists as are provided for in Section 178 of the Act (as modified by Section 1203 of the Act).
- 3.2.10 If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any Member may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
- 3.2.11 Notice of every general meeting of the Company shall be given in the manner provided for in these Articles to such persons as are under the Act and these Articles entitled to receive notices from the Company including every Member, every person being a personal representative or the official assignee in bankruptcy of a Member (where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting), and the statutory auditors for the time being of the Company.
- 3.2.12 Notwithstanding any provision of Article 16, where notice of a general meeting is given by posting by ordinary prepaid post to the usual or notified address of a Member, then, for the purposes of an issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.

4 PROCEEDINGS AT GENERAL MEETINGS

4.1 Proceedings at General Meetings

- 4.1.1 The business of the annual general meeting shall include:
 - (A) the consideration of the Company's statutory financial statements and the report of the Directors and, unless the Company is entitled to and has availed itself of the audit exemption under section 360 or section 365 of the Act, the report of the statutory auditors on those statements and that report;
 - (B) the review by the Members of the Company's affairs;
 - (C) the election and re-election of Directors;

- (D) the appointment or re-appointment of the statutory auditors;
- (E) the fixing of the remuneration of the statutory auditors; and
- (F) consideration of all motions submitted by Members for inclusion, decided by the Board to be in order, and included in the notice of the meeting.

4.2 Quorum for General Meetings

- 4.2.1 Save as herein otherwise provided, twenty Members present in person or by Delegate shall be a quorum. For the avoidance of doubt, Members attending a meeting by way of conference or other telecommunication or electronic facility will be deemed to be present in person at such meeting in accordance with Article 3.1.2.
- 4.2.2 No business shall be transacted at any general meeting unless a quorum of Members is present both at the time when the meeting proceeds to business and during the currency of the meeting.
- 4.2.3 If within half an hour after the time appointed for a general meeting a quorum is not present, then the meeting, if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

4.3 Nominations at General Meetings

- 4.3.1 Nominations of candidates to any office or position which is elected by the general meeting may be made by any Member. Not more than one nomination to each office or position may be made by any one Member. Every nomination must be signed by the person making it and be sent to the Board either in hard copy or electronically not later than the time specified by the Board for this purpose.
- 4.3.2 A person shall not be accepted as a candidate in any election if the Board decides that his or her candidature is invalid by reason of any provision of the Act or of the Constitution.

4.4 Chairperson of General Meetings

- 4.4.1 The chairperson, if any, of the Board shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be chairperson of the meeting.
- 4.4.2 The chairperson shall be the judge of order, and of the interpretation and application of this Constitution, and shall have authority to ensure compliance with his rulings. A Member who persists in irrelevance or repetition in debate or who, in the opinion of the chairperson, is speaking for the purpose of

obstructing business, may be directed by the chairperson to discontinue his speech.

4.5 Adjournment of General Meetings

4.5.1 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, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

4.5.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

4.5.3 When a meeting is adjourned for 29 days or less, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

4.6 Voting at General Meetings

4.6.1 Members shall have the following votes:

- (A) Each Board Member shall be entitled to one vote;
- (B) Each Committee Member shall be entitled to five votes exercised by up to five Committee Delegates to vote in person (or by their nominated substitute(s));
- (C) Each Affiliate Club Member shall be entitled to two votes to be exercised by up to two Affiliate Club Delegates from their club to vote in person (or by their nominated substitute(s));
- (D) Each Regional Volunteer Member shall be entitled to one vote;
- (E) Each Central Volunteer Member shall be entitled to one vote.

4.6.2 Only Delegates (or their nominated substitutes) may attend general meetings and vote on behalf of Affiliate Club Members and Committee Members. Special Olympics Athletes appointed as Delegates may be accompanied by their mentor. The appointment of Delegates by Affiliate Club Members and Committee Members shall be regulated in accordance with procedures stipulated by such Affiliate Club Members and Regional Committees and in default of such procedures as may be stipulated by the Board from time to time. Each Affiliate Club Member and each Committee Member must submit a Delegate Appointment Form to the Company in the form contained at Article 4.6.14. The Delegate Appointment Form shall be deposited at the registered office of the Company (or at such other place within the State as is specified for that purpose in the notice convening the meeting), and shall be so deposited not later than 10 days before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, or, in the case of a poll, 48 hours before the time appointed for the taking of the poll. The Delegate appointment will last only for the duration of the particular meeting for which the Delegate has been appointed. No other proxies are permitted.

- 4.6.3 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of voting cards (or if the meeting is being held by way of conference or other telecommunication or electronic facility, by way of voice indication or other electronic indication) unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (A) by the chairperson,
 - (B) by at least three Members present in person, or
 - (C) by any Member or Members present in person and representing not less than 10 per cent of the total voting rights of all the Members concerned having the right to vote at the meeting.
- 4.6.4 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). A demand for a poll may be withdrawn by the person or persons who have made the demand.
- 4.6.5 No objection shall be raised as 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.
- 4.6.6 Unless a poll is so demanded (and the demand not be withdrawn), a declaration by the chairperson that a resolution has, on a show of voting cards (or if the meeting is being held by way of conference or other telecommunication or electronic facility, by way of voice indication or other electronic indication), been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution, provided that the chairperson may, whenever he considers it necessary to do so, appoint tellers to assist in the counting of votes.
- 4.6.7 Except as provided in Article 4.6.9, if a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the chairperson 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.
- 4.6.8 Where there is an equality of votes, whether on a show of hands (or if the meeting is being held by way of conference or other telecommunication or electronic facility, by way of voice indication or other electronic indication) or on a poll, the chairperson of the meeting shall be entitled to a second or casting vote.
- 4.6.9 A poll demanded on the election of the position of chairperson of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

4.6.10 Subject to Sections 191 to 198 of the Act, a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution, shall be deemed to be a special resolution within the meaning of the Act. A resolution in writing made pursuant to this Article 4.6.10 may consist of one document or two or more documents in like form each signed by one or more Members. For the avoidance of doubt, electronic signature (including email signature) will suffice for written resolutions of the Members.

4.6.11 Elections of Directors shall be conducted by secret ballot.

4.6.12 No Member shall be entitled to vote at any general meeting unless all moneys immediately payable by him to the Company have been paid.

4.6.13 If any one individual at any given point in time shall occupy an office entitling him to membership of the Company in more than one class of membership (as detailed at Article 2.1.2) he shall be entitled to one such class of membership only and shall not be entitled to occupy or exercise voting rights for more than one class of membership. The membership class he shall occupy shall be the first class of membership occupied by that Member (or where two or more classes of membership are occupied simultaneously the Board may determine which class of membership may be held).

4.6.14 An instrument appointing a Delegate shall be in the following form or a form as near thereto as circumstances permit:

<i>[Insert full title of Member]</i>	
<i>We,</i>	<i>(the "Member") of</i>
<i>in the Region of</i>	<i>being a Member of the Company,</i>
<i>hereby appoint</i>	
<i>[insert name of Delegate (s)]</i>	
<i>of</i>	<i>or failing them</i>
<i>[insert name of nominated substitute(s) for Delegate(s)]</i>	
<i>of</i>	<i>as</i>
<i>our Delegates to attend, speak and vote for us on our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the day of and at any adjournment thereof.</i>	
<i>Signature for and on behalf of [Insert full title of Member]</i>	
<i>Dated: [date].....</i>	

5 REGIONAL COMMITTEES

- 5.1 The Board has prescribed geographical areas in the island of Ireland as regions of the Company (“**Regions**”). Each such Region shall have a Regional Committee, with the function of enabling the Company to engage with Affiliate Club Members at a regional level for regional issues, supporting the delivery of the strategy of the Company, supporting and monitoring the effective organisation of the Special Olympics Programme within the Region and implementing the policies determined by the Board.
- 5.2 Each Regional Committee shall consist of up to thirteen co-optees who shall be Registered Special Olympics Volunteers. In addition either Affiliate Club Members or the Regional Committee may nominate two individuals to each Regional Committee to serve as secretary and chairperson.
- 5.3 The term of office of all members of each Regional Committee shall be two years from the date of their appointment renewable twice. Following the expiration of three two year terms, the member must retire and cannot hold office as a Regional Committee member until a minimum gap of 12 months has expired. Following the gap of a minimum of 12 months, up to a maximum of three further two year terms may be served.
- 5.4 A member’s term is subject to review and/or cessation at any time, either by the committee/team that elected or appointed the member, or if necessary by the Board.
- 5.5 Each Regional Committee shall meet at least four times every year.
- 5.6 Each Regional Committee shall, in the performance of its functions, be subject to the direction and control of the Board.
- 5.7 Each Regional Committee may convene meetings of the Affiliate Club Members within its Region for the purpose of considering regional issues. Up to two representatives from each Affiliate Club Member within the Region may vote at such meetings, with additional representatives welcome to be present at meeting in an “attendee” capacity.
- 5.8 Each Regional Committee shall have a chairperson and a secretary elected at one of its meetings with the representatives of the Affiliate Club Members from among the representatives at the meeting.
- 5.9 The chairperson, or in his or her absence a person chosen by the meeting, shall preside over Regional Committee meetings, authenticate by signature the minutes of meetings and exercise a general supervision over the affairs of the Regional Committee.
- 5.10 The secretary shall write minutes of the proceedings of all meetings, maintain a record of attendance at meetings and shall be responsible for records and correspondence generally.
- 5.11 The Board may direct that a meeting of a Regional Committee take place at such place and time as it directs, and may direct the postponement or adjournment of any Regional Committee meeting, to a time and place fixed by it. Members of the Board may attend and speak at any Regional Committee meeting.

- 5.12 Subject to the foregoing, each Regional Committee shall make its own rules and standing orders, which shall not contain anything inconsistent with the Constitution, and a copy of which shall be supplied to the Board.
- 5.13 Employees of the Company who operate in each Region shall attend and contribute to meetings of the relevant Regional Committee which shall operate on a collaborative basis.

6 MEMBERSHIP FEE

A membership fee, such as the Board may direct for any membership class from time to time, shall be paid by each Member at such time as shall be decided by the Board.

7 BOARD OF DIRECTORS

7.1 Directors' Powers of Management

7.1.1 The business of the Company shall be managed by the Directors, who 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 including overseeing, directing and co-ordinating the policies, organisation, affairs and activities of the Company, but subject to:

- (A) the provisions of this Constitution;
- (B) the provisions of the Act; and
- (C) such directions, not being inconsistent with the foregoing provisions, as the Company in general meeting may (by special resolution) give, provided that no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

7.2 Appointment of Directors

7.2.1 Any purported appointment of a Director without that Director's consent shall be void.

7.2.2 Subject to the provisions of Article 7.2.1, the first Directors shall be those persons determined in writing by the subscribers of this Constitution or a majority of them.

7.2.3 The Board shall be comprised of no less than seven and no more than eighteen Directors.

7.2.4 The Company may from time to time, by ordinary resolution, increase or reduce the number of Directors.

7.2.5 The Board shall be comprised of the following:

- (A) two individuals elected by the Members at the annual general meeting;
- (B) the Chairperson of each Regional Committee, or in the event that the Chairperson is unable to serve, a person nominated by the Regional Committee;

- (C) one person who has a family relationship with a Special Olympics Athlete (unless the Board already has representation from a family member among the current serving Directors), to be appointed in accordance with Article 7.2.6.
- (D) such additional number of individuals (not exceeding in number the individuals appointed under paragraphs (A) to (C)) as may be co-opted by the Board with a view to ensuring the broadest range of skills, talents and backgrounds on the Board.

7.2.6 The process of electing the Director referred to at Article 7.2.5(C) above shall be as provided for within this Article 7.2.6:

- (A) Each Region will communicate to the Affiliate Club Members that there is a vacancy on the Board for an individual who has a close family relationship with a Special Olympics Athlete and that nominations are invited from interested individuals.
- (B) Interested individuals will be required to meet the criteria as decided by the Board in terms of the required skill-set and must be able to demonstrate that they are actively engaged in the Special Olympics Programme.
- (C) If a number of individuals submit nominations to a Region, each Regional Committee will be responsible for putting a process in place to select one individual for nomination.
- (D) The Board will appoint an individual to the Board who has a close family relationship with a Special Olympics Athlete from nominations submitted by the Regional Committees.

7.2.7 The Board 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 in accordance with these Articles.

7.2.8 Without prejudice to the powers of the Directors under Article 7.2.7, the Company in general meeting may by ordinary resolution 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 in accordance with these Articles.

7.2.9 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 7.4.1.

7.3 Term of office for Directors

7.3.1 The term of office for all Directors is two years from their date of appointment, renewable twice, subject to the exceptions set out in this Article 7.3.

7.3.2 A retiring Director shall be eligible for re-election or re-appointment to the Board but no person may serve as a Director for more than six years consecutively, subject to Articles 7.3.3 and 7.3.4.

- 7.3.3 Notwithstanding Articles 7.3.1 and 7.3.2, a Director who has served three terms consecutively shall be eligible for re-election or re-appointment to the Board for one further term, if a majority of the Board decide that this would be in the best interests of the Company.
- 7.3.4 Notwithstanding Articles 7.3.1 and 7.3.2, a Director who has served one further year following six years of service pursuant to Article 7.3.2 of the previous Articles of Association of the Company shall be eligible for re-election or re-appointment to the Board for one further term, if a majority of the Board decide that this would be in the best interests of the Company.
- 7.3.5 If a Director has served three consecutive two year terms of office (but not more), a Director may return to serve a further three terms, if so elected in accordance with the provisions of these Articles, following a minimum gap of one year from the expiry of his third term of office.
- 7.3.6 No Director shall serve more than 12 years on the Board. For the avoidance of doubt a Director whose service has been extended under Article 7.3.3 shall have a maximum period of service of eight years, and a Director whose service has been extended under Article 7.3.4 shall have a maximum period of service of nine years.
- 7.3.7 The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
- 7.3.8 Any Director appointed in accordance with Article 7.2.7 shall hold office only until the next annual general meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting, and such period of service before the annual general meeting shall not be counted as part of the periods of time set out in Articles 7.3.2 to 7.3.6.
- 7.3.9 A person appointed as a Director in accordance with Article 7.2.9 shall be subject to retirement at the same time as if they had become a Director on the day on which the Director in whose place they are appointed was last elected a Director.

7.4 Removal of Directors and Vacation of Office

- 7.4.1 The Company may by ordinary resolution remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
- 7.4.2 The office of Director shall be vacated if:
- (A) the Director becomes ineligible to act as a Director as a consequence of the application of any provisions of the Act;
 - (B) the Director is absent from meetings of the Board for three consecutive meetings of the Board of Directors without leave and the Board resolves that his directorship be vacated;

- (C) the Director resigns his directorship by notice in writing to the Company;
- (D) the Director is directly or indirectly interested in a contract with the Company and fails to declare the nature of his interest in the manner required by section 231 of the Act;
- (E) the Director becomes an employee of the Company;
- (F) the Director holds any office or place of profit in the Company save as permitted by Section 89 of the Charities Act (once commenced);
- (G) the Director is disqualified from being a charity trustee of any charitable organisation pursuant to Section 55 of the Charities Act;
- (H) the Director is adjudged bankrupt, or being a bankrupt, has not obtained a certificate of discharge in the relevant jurisdiction, or makes any arrangement or composition with his creditors generally;
- (I) the Director becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act;
- (J) the health of the Director is such that he can no longer be reasonably regarded as possessing an adequate decision making capacity;
- (K) the Director becomes a restricted person within the meaning of Chapter 3 of Part 14 of the Act and the Directors resolve that his office be vacated;
- (L) the Director is convicted of an indictable offence unless the Board otherwise determines;
- (M) the Director is requested in writing by all his co-Directors to resign; or
- (N) the Director is no longer a Registered Special Olympics Volunteer.

7.5 Chairperson of the Board

The Directors may elect a chairperson of their meetings and 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 it, the Directors present may choose one of their number to be chairperson of the meeting.

8 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Borrowing Powers

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligations of the Company.

8.2 Specific Duties of the Board

- 8.2.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
- 8.2.2 The Directors shall cause minutes to be made in books provided for the purpose:
- (A) of all appointments of officers made by the Directors;
 - (B) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (C) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.
- 8.2.3 Any such minute, if purporting to be signed by the chairperson of the meeting at which the proceedings were held, or by the chairperson of the next succeeding meeting, shall be evidence of the proceedings.
- 8.2.4 The Board shall be responsible for the Special Olympics Programme and for the development of strategy in relation to that Special Olympics Programme.

9 PROCEEDINGS OF THE BOARD OF DIRECTORS

9.1 Regulation of Meetings of the Board of Directors

- 9.1.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 9.1.2 The Board shall hold a minimum of six meetings every year.
- 9.1.3 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
- 9.1.4 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.
- 9.1.5 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors. Any such resolution in writing for all purposes shall take effect upon the chairperson (or the Secretary, if the chairperson is not available) confirming that each Director has signed the resolution in writing (either upon receipt at the registered office of the Company of all such several documents, by email or facsimile transmission or otherwise, or upon receipt by email to the chairperson or Secretary). For the avoidance of doubt, electronic signature (including email signature) will suffice for written resolutions of the Directors.

9.1.6 Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of a conference or other telecommunication facility between some or all of the Directors, or as the case may be, members of the committee who are not all in one place, but each of whom is able, (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Any Director or member of a committee participating at such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum accordingly.

9.1.7 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

9.1.8 A Director may waive notice of any meeting, and such waiver may be retrospective.

9.2 Voting at Meetings of the Board

9.2.1 Questions arising at any meeting shall be decided by a majority of votes.

9.2.2 Where there is an equality of votes, the chairperson shall have a second or casting vote.

9.2.3 A Director may not vote in respect of any contract, appointment or arrangement in which he is interested, but shall be counted in the quorum present at the meeting.

9.3 Quorum for Meetings of the Board

9.3.1 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be five. For the avoidance of doubt, Directors present by way of conference or other telecommunication or electronic facility shall be counted in the quorum, in accordance with Article 9.1.6.

9.3.2 The continuing Directors or a sole Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed for the quorum, they may act only for the purposes of filling vacancies or calling a general meeting.

10 COMMITTEES

10.1 Establishment and Regulation of Committees

10.1.1 The Directors may establish one or more committees, consisting in whole or part of Directors, as they think fit for such purposes, and with such functions as the Directors shall determine 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.

- 10.1.2 Any committee formed by the Directors shall, in the exercise of the powers delegated to it, conform to any regulations that may be imposed on it by the Directors.
- 10.1.3 All committees established by the Directors shall be responsible to and report to the Directors.
- 10.1.4 The Board may dissolve any committees as and whenever it thinks fit, and may appoint or remove any or all of the members of a committee.
- 10.1.5 The Board shall, insofar as it is practical, seek to ensure that Registered Special Olympics Volunteers and Special Olympics Athletes who are not Directors shall be included among the membership of any committees.
- 10.1.6 Persons employed by the Company shall not be eligible to serve as Directors but may serve as members of any committees established by the Board.
- 10.1.7 Each Regional Committee shall be a committee of the Board.

10.2 Proceedings of Committees

- 10.2.1 The chairperson of every committee except the Regional Committee shall be appointed by the Board from among the Directors.
- 10.2.2 A committee may meet and adjourn as it thinks proper.
- 10.2.3 Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and where there is an equality of votes, the chairperson shall have a second or casting vote.
- 10.2.4 The meetings and proceedings of any committee shall be governed by the provisions of the Constitution regulating the meetings and proceedings of the Board, so far as the same are applicable and are not superseded by directions given to it by the Board.

11 OFFICERS

11.1 Officers

- 11.1.1 The officers of the Company are the chairperson, Secretary and treasurer. The officers shall be elected by the Board from among the Directors for such term and upon such conditions as they see fit.
- 11.1.2 The chairperson, Secretary and treasurer shall continue to perform the functions assigned to them by the Constitution until such time as they are replaced in those offices.
- 11.1.3 The chairperson, Secretary and treasurer shall report to each meeting of the Board and each general meeting on the performance of their functions since the last such meeting, in whatever form is agreed by the Board.

11.1.4 The chairperson shall preside over meetings of the Board, authenticate by signature the minutes of meetings of the Board and exercise a general supervision over the affairs of the Board.

11.2 The Board shall appoint a chief executive officer of the Company, upon such conditions as to tenure of office and remuneration as it decides. The chief executive officer shall be entitled to attend and speak, but not to vote, at every meeting of the Board and of its committees.

12 SECRETARY

12.1 Company Secretary

12.1.1 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.

12.1.2 The Directors may appoint an assistant or deputy secretary and any provision in these Articles requiring or authorising a thing to be done by or to the Secretary shall be satisfied by it being done by or to the assistant or deputy secretary.

12.1.3 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.

12.1.4 The Directors have a duty to ensure that the person appointed as Secretary has the skills or resources necessary to discharge his statutory and other duties.

12.1.5 The Secretary shall ensure that records are taken and kept of all resolutions and proceedings at meetings of the Board and its committees and at general meetings, including, in particular, records of the names of Members present at each such meeting and of all appointments of officers made by the Board.

13 THE SEAL

13.1 Use of the Seal

13.1.1 The Seal shall be used only by the authority of the Board or of a committee of the Board authorised by the Board in that behalf.

13.1.2 Any instrument to which the Seal shall be affixed shall be signed by a Director or by some other person appointed for the purpose by the Directors or by a foregoing committee of them, and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors or by a foregoing committee of them for that purpose.

13.1.3 If a registered person has been authorised by the Company under Section 39(1) of the Act, the Seal may be used by such person and any instrument to

which the Seal shall be affixed when it is used by the registered person shall be signed by that person and countersigned:

- (A) by the Secretary or a Director; or
- (B) by some other person appointed for the purpose by the Directors or a committee of the Directors authorised by the Directors in that behalf.

14 ACCOUNTS

14.1 Preparation and Keeping of Accounts

14.1.1 The Board shall cause adequate accounting records to be kept relating to:

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

14.1.2 Adequate accounting records shall be deemed to have been maintained if they explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.

14.1.3 The accounting records shall be kept at the registered office of the Company or, subject to Section 283 of the Act, at such other place as the Board thinks fit, and shall at all reasonable times be open to the inspection of the Directors.

14.1.4 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company shall be open to the inspection of Members who are not Directors, and no Member (not being a Director) shall have any right of inspection of any accounting records or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

14.2 Laying of Accounts Before Annual General Meeting

14.2.1 The Directors shall from time to time in accordance with Chapter 4 of Part 6 of the Act cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss account, balance sheet, and reports as are required by that Chapter to be prepared and laid before the annual general meeting of the Company.

14.2.2 A copy of the balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors' report and statutory auditors' report shall, not less than 21 days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Act to receive them.

15 AUDIT

Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act dealing with such matters.

16 NOTICES

16.1 Notices

16.1.1 A notice may be given by the Company to any Member either in writing or by electronic means subject to the provisions of this Article 16. For the avoidance of doubt, electronic means shall include e-mail or any internet publication, or other similar means.

16.1.2 A notice in writing may be served on or given to the Member in one of the following ways:

- (A) by delivering it by hand to the Member;
- (B) by leaving it at the usual or notified address of the Member;
- (C) by sending it by post in a prepaid letter or by courier to the usual or notified address of the Member; or
- (D) by electronic means.

16.1.3 Any notice served or given in accordance with the provisions of Article 16.1.2 shall be deemed, in the absence of any agreement to the contrary between the Company and the Member, to have been served or given:

- (A) in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
- (B) in the case of it being left, at the time that it is left;
- (C) in the case of it being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address):
 - (1) on a Friday – 72 hours after dispatch; or
 - (2) on a Saturday or Sunday – 48 hours after dispatch;
- (D) in the case of it being posted (to an address outside the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address):
 - (1) on a Friday – 168 hours after dispatch; or
 - (2) on a Saturday or Sunday – 120 hours after dispatch; or,
- (E) in the case of electronic mail, at the time it was sent, but subject to Section 181(3) of the Act (as reproduced at Article 3.2.12 of these Articles) regarding notice of general meetings.

17 WINDING-UP

If the Company shall be wound up, the provisions contained in clause 9 of the Memorandum shall be performed and have effect in all respects as if the same were repeated in these Articles.

18 INDEMNITY

Subject to the provisions of the Act every Director or member of a committee appointed by the Board or any agent of the Board or such a committee, auditors, Secretary and every other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by any of them in defending any proceedings, whether civil or criminal, in relation to their acts while acting in such capacity where judgment is given in their favour or in which they are acquitted, or in connection with any application under Section 233 of the Act in which relief is granted to them by the Court.

19 POWER OF ATTORNEY

- 19.1 The Board may from time to time and at any time, by power of attorney under the common seal of the Company, appoint any company, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents) and for such period and subject to such conditions as they may think fit. Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 19.2 Subject to the foregoing, the Board may make its own rules and standing orders, which shall not contain anything inconsistent with the Constitution.

20 OPTIONAL PROVISIONS

- 20.1 The Optional Provisions of the Act listed in column 1 below shall not apply to the Company. To the extent that a given Optional Provision has been replaced by or restated in or dis-applied by these Articles or by the Memorandum, this is identified in column 2 below.

	COLUMN 1	COLUMN 2
	OPTIONAL PROVISION OF THE ACT	CORRESPONDING PROVISION OF THESE ARTICLES (IF ANY)
(A)	Section 43(2)(a) and (b) (common seal);	Restated at Article 13.1.1 and 13.1.2
(B)	Section 43(3) (common seal);	Restated at Article 13.1.3
(C)	Section 144(3)(a) (appointment of directors);	Replaced by a bespoke provision at Articles 7.2 and 7.3

(D)	Section 144(3)(b) (directors may fill a casual vacancy);	Restated at Article 7.2.7
(E)	Section 144(3)(c) (directors appointed by casual vacancy hold office until next annual general meeting);	Restated at Article 7.3.8
(F)	Section 144(3)(d) (company may increase or reduce the number of directors);	Restated by Article 7.2.4
(G)	Section 144(3)(e) (company may appoint another person in place of a removed director);	Restated at Article 7.2.8 and 7.2.9
(H)	Section 148(2) (vacation of office);	Replaced by a bespoke provision at Article 7.4.1
(I)	Section 155(2) (remuneration of directors set by the directors);	Dis-applied – No remuneration for Directors (as detailed at clause 10 of the Memorandum)
(J)	Section 155(3) (directors expenses);	Restated at clause 10.1.4 of the Memorandum
(K)	Section 158(1) (business of a company to be managed by its directors);	Restated at Article 7.1.1
(L)	Section 158(2) (directions given by a company do not invalidate prior acts of the directors);	Restated at Article 7.1.1(C)
(M)	Section 158(3) (directors of the company may exercise powers to borrow, mortgage or charge);	Restated at Article 8.1
(N)	Section 158(4) (directors may delegate their powers to committees);	Restated at Article 10.1.1
(O)	Section 159 (managing director);	Dis-applied - No managing director
(P)	Section 160(1) (directors may meet for the dispatch of business);	Restated at Article 9.1.1
(Q)	Section 160(2) (questions arising at a meeting of the directors shall be decided by a majority of votes);	Restated at Article 9.2
(R)	Section 160(3) (summoning meetings of the directors);	Restated at Article 9.1.3

(S)	Section 160(4) (notice of meetings of the directors);	Restated at Article 9.1.4
(T)	Section 160(6) (quorum for meeting of directors);	Replaced by a bespoke provision at Article 9.3.1
(U)	Section 160(7) (directors acting below a quorum);	Restated at Article 9.3.2
(V)	Section 160(8) (directors may elect a chairperson);	Restated at Article 7.5
(W)	Section 160(9) (directors may establish committees);	Restated at Article 10.1.1
(X)	Section 160(10) (a committee may elect a chairperson);	Replaced by a bespoke provision at Article 10.2.1
(Y)	Section 160(11) (a committee may meet and adjourn);	Restated at Article 10.2.2
(Z)	Section 160(12) (questions arising at a committee meeting shall be decided by a majority of votes);	Restated at Article 10.2.3
(AA)	Section 161(1) (written resolutions of directors);	Restated with amendments at Article 9.1.5
(BB)	Section 161(5) (taking effect of counterpart resolutions);	Replaced by a bespoke provision at Article 9.1.5
(CC)	Section 161(6) (joining meetings by telephonic or electronic means);	Restated at Article 9.1.6
(DD)	Section 164 (signing, drawing etc. of negotiable instruments and receipts);	Restated at Article 8.2.1
(EE)	Section 165 (alternate directors);	Dis-applied – no alternates
(FF)	Section 181(6) (accidental omission to give notice of a meeting);	Restated at Article 3.2.6
(GG)	Section 182(2) (quorum for general meeting);	Replaced by a bespoke provision at Article 4.2.1
(HH)	Section 182(5) (dissolution and adjournment of general meeting);	Replaced by a bespoke provision at Article 4.2.3
(II)	Section 186(d) (business of annual general meeting – election and re-election of directors);	Explicitly adopted at Article 4.1

(JJ)	Section 187(2) (chair of general meetings);	Restated at Article 4.4
(KK)	Section 187(4) – (6) (proceedings at meetings);	Restated at Article 4.5
(LL)	Section 187(7)(a) and (b) (resolutions put to vote at general meeting);	Replaced by bespoke provisions at Article 4.6.1 and Article 4.6.6
(MM)	Section 187(8) (chairperson entitled to a second or casting vote at general meeting);	Restated at Article 4.6.8
(NN)	Section 188(6) as modified by Section 1206 (entitlement of members to vote at general meeting where monies payable to the company are in arrears);	Restated at Article 4.6.12
(OO)	Section 188(7) (objections to the qualification of voters);	Restated at Article 4.6.5
(PP)	Section 188(8) (objection to be referred to the chairperson);	Restated at Article 4.6.5
(QQ)	Section 189(4) (taking of polls in such manner as the chairperson directs);	Replaced by a bespoke provision at Article 4.6.6
(RR)	Section 189(5) (certain polls to be taken forthwith);	Restated at Article 4.6.9
(SS)	Section 189(6) (certain polls to be taken at such time as the chairperson directs);	Restated at Article 4.6.9
(TT)	Section 218 (notices);	Replaced by Article 16
(UU)	Section 230(b) (power of director to act in a professional capacity for the company);	Modified by clause 10 of the Memorandum
(VV)	Section 618(1)(b) (distribution of property of a company on a winding up);	Dis-applied - not applicable to a charity (distribution of assets addressed at clause 9 of the Memorandum)
(WW)	Section 1196 (rotation of directors);	Replaced by a bespoke provision at Article 7.3
(XX)	Section 1197(2) (remuneration of directors set by the company);	Dis-applied – No remuneration for Directors (as detailed at clause 10 of the Memorandum)

(YY)	Section 1197(3) (directors expenses);	Restated at clause 10.1.4 of the Memorandum
(ZZ)	Section 1199(8) (directors may require a member to resign by service of notice);	Restated at Article 2.2.2
(AAA)	Section 1199(9) (every member shall have one vote);	Replaced by a bespoke provision at Article 4.6
(BBB)	Section 1206(a) (modifying Section 188(2)) (votes of members);	Replaced by a bespoke provision at Article 4.6

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Marian Murphy
Leacha-na-Luathe, 42 East Wall Road, Dublin 3
Swimming Pool Manager

Marian Murphy

Tony Murphy
17 Cedarwood Grove, Castleconnell, Co Limerick
Area Manager

Tony Murphy

Jim Phillips
88 Lorcan Grove, Santry, Dublin 9
Civil Servant

Jim Phillips

Elizabeth Callery
14 Woodvale Grove, Clonsilla, Dublin 15
Sport/Recreation Therapist

Elizabeth Callery

Robert Finn
42 Gracepark Heights, Dublin 9
Manager/Director of Training

Robert D Finn

Seamus Og Campbell
Gortloskey, Donegal PO, Co Donegal
Staff Nurse

Seamus Og Campbell

Elaine Twomey
"Ardroy", 13 Lake Lawn, Well Road, Cork
Child Care Worker

Elaine Twomey

Kitty Tierney
Church Street, Ballinasloe, Co Galway
PE Teacher

Kitty Tierney

Dated this 14 day of October 1994

Witness to the above Signatures:-

Martin O'Neil

House of Sport

Longrile Road

Dublin 12

National Director Special Olympics Ireland