

COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION
OF
I.W.A. COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

(As amended and adopted by Special Resolution passed on [17 May 2024])

- 1 The name of the company is **"I.W.A. Company Limited by Guarantee"** trading as **Irish Wheelchair Association** (hereinafter referred to as the "Company").
 - (a) The Company is a company limited by guarantee registered under Part 18 of the Companies Act 2014.
- 2 The main object for which the Company is established is to optimise the intellectual, social and economic independence of persons with disabilities and to minimise the effects of disability.
- 3 The following are the powers of the company: -
 - (a) To provide counselling, rehabilitation, training assessment and other compensatory supports to persons with disabilities and their dependants;
 - (b) To promote work and programmes directed towards the independence of persons with disabilities including the running of resource centres, services and advocacy and/or training persons in the better use of their equipment and home supports, transport and other such requirements needed to improve their quality of life;
 - (c) To promote the educational opportunities for children and adults with disabilities through the provision of schools/centres and classes or by co-operating with educational establishments or educational bodies extending learning to persons with disabilities;
 - (d) To promote appropriate programmes to advance employment opportunities of adult education, vocational training, etc, of persons with disabilities and their families;

- (e) To promote appropriate programmes of sporting activities, driving assessment and tuition and the issuing of any licences/badges required by agreement with any Government Department;
- (f) To maintain libraries/information facilities of materials in appropriate formats for educational, recreational, vocational and such other purposes as thought fit and to operate services in furtherance of the main object;
- (g) To maintain stocks of materials and equipment for loan or sale to persons with disabilities useful to them to reduce the effects of disability;
- (h) To establish and operate centres/hospitals, clinics, nursing homes, hostels, hotels, residences and dwellings suitable for the treatment, care or residence of persons with disabilities and of their dependants and to establish any company or co-operate with any company in the furtherance of providing accommodation or dwellings for persons with disabilities and/or their dependants, whether in the Republic of Ireland or elsewhere in keeping with the main object as here set out;
- (i) To carry on any trade/activity for the purpose of providing employment for persons with disabilities PROVIDED THAT the surpluses achieved (if any) of any such trade/activity shall be applied solely for the furtherance of the main object of the Company;
- (j) To operate training courses for individuals who may not be disabled towards the creation of a resource of trained workers skilled in methods and techniques of practical assistance designed to reduce the handicapping effects of disability including the purchase and maintenance of centres appropriate to such training and to extend to other individuals and/or organisations working with impaired or disadvantaged individuals participation in all or some of the aforesaid training courses;
- (k) To extend all or some of the services, training courses or special considerations of the Company to other impaired or disadvantaged persons always provided that no otherwise eligible person with disabilities will be denied or declined admission to any of the Company's services, courses or special considerations as set out in this Memorandum in favour of persons who are otherwise impaired or disadvantaged;
- (l) To advance the study of, promote research into and organise such conferences and programmes as will contribute to a greater understanding of the particular needs of persons with disabilities or research into the design of technical aids or development of methods or techniques in the furtherance of innovation and best practice and to set up colleges or panels of professional persons as may be required to give the Company's research eligibility for financial support including receipt of covenants and research grants;
- (m) To own or participate in the ownership with others of radio, television, print or electronic publishing companies or publish, make films, video or other broadcast materials as will promote the better understanding of the needs of persons with disabilities or will attract the funds to promote the objects as here set out.

For the purpose of attaining the main object aforesaid (but not otherwise) to do each and every of the things following, that is to say:

- (i) To purchase, take on lease, exchange, hire or otherwise acquire any real or personal property for any estate or interest whatsoever and any rights or privileges or easements over or in respect of any property and in particular, but without prejudice to the generality of the foregoing, to acquire the property and assets of the unincorporated Association known as "Irish Wheelchair Association";

- (ii) To establish member/volunteer clubs or activity groups and to regulate such member/volunteer clubs or activity groups under bye-laws of the Company;
- (iii) To sell, improve, let, manage, develop, exchange, lease, hire, mortgage, dispose, turn into account or otherwise deal with all or any part of the undertaking, property and rights of the Company;
- (iv) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular (without limitation) by the creation of charges or mortgages (whether legal or equitable) or floating charges upon the undertaking and all or any of the property and rights of the Company both present and future including its goodwill, or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description;
- (v) To guarantee the payment of any debts or the performance of any contract or obligation of any company or association or undertaking or of any person and to give indemnities of all kinds either with or without the Company receiving any consideration or benefit and to secure any such guarantee and any such indemnity in any manner and in particular (without limitation) by the creation of charges or mortgages (whether legal or equitable) or floating charges or the issue of debentures charged upon all or any of the property and rights of the Company both present and future, including its goodwill;
- (vi) To invest and deal with the monies of the Company not immediately required and, in such manner, as may from time to time be determined, including the establishment of trust funds to be kept separate to the general funds of the Company;
- (vii) To undertake the office of manager, secretary, registrar, trustee, treasurer or any other office of trust or confidence;
- (viii) To employ such staff as may be required by the Company from time to time in the furtherance of the main object;
- (ix) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the company, and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the company and to subscribe or guarantee money for charitable objects;
- (x) To advertise and promote and further the objects of the Company by conferences, public or private meetings, discussions, publications or by such other means as may be deemed desirable or necessary in order to further the main object of the Company;
- (xi) To promote, establish, co-operate with, become a member of, or assist by advice or by the grant of loans, donations or gifts or otherwise, any association, institution or body, whatsoever and whether established or incorporated in Ireland or elsewhere having main objects or purposes wholly or partially similar to those of the Company;

- (xii) To promote, sponsor, undertake and establish lotteries/flag days/sponsored events/garden parties/banquets/socials/sales; to manage sales outlets and to run fetes and to organise amusements and sporting and other events and activities; to solicit, receive, hold donations of gifts, bequests, covenants, etc, for the purpose of raising funds for the Company; and other similar means of raising funds;
 - (xiii) To enter into any agreement for co-operation or reciprocal concession with any government agency or authorities, national, municipal or otherwise, corporate bodies, unincorporated associations, the Health Service Executive or persons that may be conducive to the attainment of the objects of the Company or any of them and to obtain from any government agency, authority, company, the Health Service Executive, firm or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions;
 - (xiv) To acquire and become registered proprietors of copyrights and trade marks, logos, websites, electronic addresses, etc, and any other form of intellectual property;
 - (xv) To do all such other things as the Company may consider incidental or conducive to the attainment or advancement of any of the objects of the Company.
- 4 The Company shall operate primarily in the island of Ireland but may support welfare programmes and initiatives for persons with disabilities in other countries. It may establish relationships or enter into legal arrangements in such countries outside of Ireland with bodies or agencies or individuals which have as one of their purposes the furtherance of the interests of persons with disabilities.
- 5 The Company shall not support with its funds any main object or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which, if an object of the Company would make it a Trade Union. Provided also that in case the Company shall take or hold any property subject to the jurisdiction of the Charities Regulatory Authority, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.
- 6 The income and property of the Company shall be applied solely towards the promotion of main object(s) as set forth in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
- (a) reasonable and proper remuneration to any member or servant of the Company (not being a director) for any services rendered to the Company;
 - (b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by directors or other members of the Company to the Company;
 - (c) reasonable and proper rent for premises demised and let by any member of the Company (including any director) to the Company;
 - (d) reasonable and proper out-of-pocket expenses incurred by any director in connection with their attendance to any matter affecting the Company;

- (e) fees, remuneration or other benefit in money or money's worth to any company of which a director may be a member holding not more than one hundredth part of the issued capital of such company;
- (f) Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

Provided, however, that nothing shall prevent the payment of remuneration to two Company Staff Representative Directors (as defined in the Articles of Association) for services rendered to the Company as employees and provided that their salary is commensurate with comparable positions in other similar organisations and provided that they are not present at the meetings of the board of directors when their remuneration is discussed and voted upon.

- 7 The liability of the members is limited.
- 8 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one Euro.
- 9 If upon the winding up or dissolution of the Company there remains, after satisfaction of all 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 to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 6. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.
- 10 Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.
- 11 The Company must ensure that the Charities Regulator has a copy of its most recent governing instrument/Memorandum & Articles of Association. If it is proposed to make an amendment to the Company's governing instrument/Memorandum & Articles of Association which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval and the amendment shall not take effect until such approval is received.

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

Name & Address	Occupation	Signature
Mr. Harry Ellis 4, Sarto Road Dublin 12	ADMIN.	<u>Harry Ellis</u>
Mr. Michael McCabe 2 Meadow Way Hartstown, Clonsilla DUBLIN 15	MANAGER	<u>Michael McCabe</u>
Mr. Phelim O'Reilly 47 Kincora Avenue Clontarf, Dublin 3	Retired	<u>Phelim O'Reilly</u>
Ms. Molly Buckley Moylena Clara Road Tullamore, Co. Offaly	FACILITATOR.	<u>Molly Buckley</u>
Mr. Oliver Rice 98 Westcourt Drogheda CO. LOUTH	Garage	<u>Oliver Rice</u>
Ms. Kay Bailey 51 McSwiney Street Dundalk CO. LOUTH	Retired nurse	<u>Kay Bailey</u>
Mr. Dermot Walsh 8 Walkinstown Close Dublin 12	DISABILITY Trainer	<u>Dermot Walsh</u>

MARK OF DERMOT WALSH WHO IS
UNABLE TO WRITE DUE TO
DISABILITY

Dated this 9TH (NINTH) day of December 2001

Witness to the above signatures:

Thompson CEO.
Seamus Thompson
Aras Chuchulain
Blackheath Drive
Clontarf
Dublin 3

ARTICLES OF ASSOCIATION

The following Regulations shall apply to the Company:

1 In these Articles, unless there be something in the subject or context inconsistent therewith:

The "**Board**" means the Board of Directors of the Company;

The "**Company**" means I.W.A. Company Limited by Guarantee;

The "**Companies Act**" means the Companies Acts 2014, all statutory instruments which are to be read as one with, or construed or read together as one with, the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force; "**electronic address**" means any address or number used for the purposes of sending or receiving documents or information by electronic means;

"**electronic means**" are means of electronic equipment for the processing (including digital compression), storage and transmission of data, employing wires, radio, optical technologies, or any other electromagnetic means;

The "**National Sports Executive Committee**" means the executive committee of the Sports Section as selected from time to time in accordance with the bye-laws governing the affairs of the Sports Section;

The "**Office**" means the registered office of the Company;

The "**Seal**" means the common seal of the Company;

The "**Secretary**" means any person appointed to perform the duties of the Company Secretary of the Company;

A "**Sports Club**" means any club or branch which is a constituent part of the Company in accordance with these Articles and the Rules of the Company and whose primary activities relate to sport;

The "**Sports Section**" is an integral part of the Company and means the sports section of the Company (also referred to as "IWA Sport"), whose policy is to develop and improve opportunities for persons with disabilities to participate in sport at a level of their choice and which is made up of members who are members of any Sports Club and/or who have applied for and been accepted as members of the Sports Section;

A "**Volunteer**" means any person who gives freely of their time and service to assist with the work of the Irish Wheelchair Association;

"**In writing**" means written or printed or partly written or printed and 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 visible forms.

Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and reference to persons shall include bodies corporate and unincorporated.

Unless the contrary intention appears, the words or expressions contained in these articles shall bear the same meaning as in the Companies Act.

Where a reference is made to a particular section or sections of any Act the reference shall be such section or sections as the same may be from time to time amended or replaced.

MEMBERS

- 2 The number of members of the Company is unlimited.
- 3 The Subscribers to the Memorandum of Association of the Company and such other persons as shall be admitted to membership in accordance with these Articles shall be members of the Company and shall be entered in the Register of Members accordingly.
- 4 The following persons are hereby defined as eligible for membership of the Company:
 - (a) Persons with disabilities, who subscribe in writing to the Rules and Bye-Laws of the Company and who have declared their interest in participating in the Company and who also agree to be listed on the Company's register of members are eligible for full membership of the Company.
 - (b) Volunteers who work with persons with disabilities, who subscribe in writing to the Rules and Bye-Laws of the Company and who have declared their interest in participating in the Company and who also agree to be listed on the Company's register of members are eligible for full membership of the Company.
 - (c) Employees of the Company, who subscribe in writing to the Rules and Bye-Laws of the Company and who have declared their interest in participating in the Company and who also agree to be listed on the Company's register of members, are eligible for associate membership of the Company.
- 5 The Board may from time to time determine the terms and conditions on which persons shall be admitted to membership of the Company and the classes of members and the privileges, rights and obligations of the members of each such class.
- 6 No person shall be admitted as a member of the Company in any class unless he/she is first approved by the Board.
- 7 The rights and privileges of a member as such shall be personal and accordingly shall not be transferable and shall cease on death.
- 8 Membership of the Company shall cease:-
 - (a) On the member's death;
 - (b) If the member resigns by notice in writing sent to the Secretary at the Office;
 - (c) If the member is removed from membership by the Board in accordance with Articles 9, 10 and 11 hereof.
- 9 Allegations of serious misconduct by a member may, at the discretion of the Board, be referred to the Disciplinary Committee, which shall have the power to expel that member from the Company.
- 10 The Disciplinary Committee shall consist of three individuals selected by the Board from the Disciplinary Panel. The Disciplinary Panel shall be made up of nine individuals appointed by the Board. The panel members do not have to be members of the Company as long as three of the panel members are volunteers who work with persons with disabilities and another three are employees of the Company.

- 11 A member whose expulsion is to be taken into consideration by the Disciplinary Committee under the provisions of Article 9 hereof shall receive not less than 14 days' notice in writing of such proposed expulsion together with particulars of the grounds thereof. A member shall be entitled to appeal a decision to expel him upon his giving notice in writing to the Secretary of his intention to appeal within 14 days of receipt of the decision of the Disciplinary Committee. The appeal shall be heard by the Chairperson of the Board within twenty one (21) days of receipt of such notice. The decision of the Chairperson of the Board shall be full and final. The member can attend the appeal either in person or through his duly authorised agent but shall not take further part in the proceedings otherwise than as the Board shall permit. Alternatively, or in addition he may submit a written statement which shall be taken into consideration by the Chairperson of the Board.
- 12 A former member of the Company shall remain liable for all subscriptions (if any) and contributions due or imposed on him up to the date on which he ceased to be a member and for any sums due by him under Clause 8 of the Memorandum of Association of the Company and shall forfeit all claim to a return of any money paid by him to the Company on his admission as a member or by way of subscription or otherwise.
- 13 Every member shall be bound to further to the best of his ability the objects and interests of the Company, and shall observe all bye-laws of the Company that may be made pursuant to Article 49.

GENERAL MEETINGS

- 14 An annual general meeting or an extraordinary general meeting of the Company may be held in the State or in Northern Ireland or wholly or partly by the use of electronic communications technology in accordance with Article 19.
- 15 (a) Subject to paragraph (b) the Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings as such in the notice calling it; and not more than fifteen months shall lapse between the date of one annual general meeting of the Company and that of the next.
- (b) So long as the Company holds its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. Subject to Article 14, the Annual General Meeting shall be held at such time and at such place and by such means permitted under these Articles as the board of directors shall appoint.
- 16 All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 17 The Board may, whenever they think fit, convene an Extraordinary General Meeting and an Extraordinary General Meeting shall also be convened on such requisition, or in default, may be convened by such requisitions, as provided for under Section 178 of the Companies Act.
- 18 All members of the Company are entitled to attend all general meetings of the Company.
- 19 Any general meeting of the Company may, at the discretion of the Board, be conducted wholly or partly by the use of electronic communications technology as long as all members have a reasonable opportunity to participate in the meeting. The Company may provide for participation in a general meeting by providing or facilitating, for that purpose, the use of electronic communications technology, including a mechanism for casting votes by a member, provided that such technology enables the attendee to—
- (a) hear what is said by the Chairperson of the meeting and any person introduced by the Chairperson, and

- (b) speak and submit questions and comments during the meeting to the Chairperson to the extent that the attendee is entitled to do so under the Constitution of the company.

20 The mechanism for casting votes at a meeting conducted pursuant to Article 19 shall not require the member to be physically present at the general meeting or require the member to appoint a proxy who is to be physically present at the meeting. The use of electronic communications technology may be made subject to such requirements or restrictions put in place by the Board as are necessary to ensure the identification of attendees and the security of the electronic communications technology, to the extent that such requirements or restrictions are proportionate to the achievement of those objectives.

21 To the extent required by the Companies Act, a general meeting conducted wholly by the use of electronic communications shall be deemed to take place in such location as the members decide and failing that, where the chairperson of the meeting is located

22 Each member and proxy who participates in a general meeting by the use of electronic communications technology in accordance with Article 19 shall be deemed to be present in person at the meeting and shall be counted in the quorum for the meeting

NOTICE OF GENERAL MEETINGS

23 Subject to sections 181 and 191 of the Companies Act, an Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at least, and that any other meeting of the Company shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in the case of special business, the general nature of that business shall be given, in manner hereinafter mentioned, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company. Notices of all meetings are covered in this document at Articles 89 to 95 inclusive.

24 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

25 All business shall be deemed 'special' that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting with the exception of the consideration of the Company's statutory financial statements and the reports of the Board and auditors, the review by the members of the Company's affairs, the election of members of the Board in place of those retiring, the reappointment of the retiring auditors and the fixing of the remuneration of the auditors.

26 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, fifty members present in person or by proxy (including by the use of electronic communications technology at a general meeting conducted pursuant to Article 19) shall be a quorum.

27 If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to such time and place as the Board may determine. And if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the members present shall be a quorum.

28 The Chairperson of the Board shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if at any meeting he/she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act as

chairperson the members of the Board present shall elect one of their number to be chairperson of that meeting.

29 If at any meeting no member of the Board is willing to act as chairperson, or if no member of the Board is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be chairperson of that meeting.

30 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 unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

31

(a) Every eligible full member, excluding for the avoidance of doubt associate members, present in person or by proxy (including by the use of electronic communications technology at a general meeting conducted pursuant to Article 19) at a meeting of the Company shall have one vote each provided always that such members must be entered on the Register of Members for a period of at least six months before they are eligible to exercise such vote.

(b) Associate members are not entitled to vote at meetings of the Company.

32 It is recognised that in some instances, because of a person's level of impairment, the voting may be carried out by a personal assistant on behalf of the individual who must be present.

33 At any general meeting a resolution put to the vote of the meeting shall be decided upon by a 'show of hands' unless a 'poll' is (before or on the declaration of the result of the show of hands) demanded. A 'poll' may be demanded at any time but when demanded is mandatory where a 'show of hands' results in a 10% or lower majority of those attending and voting. The 'poll' may be demanded by:

(a) the chairperson; or

(b) at least two-thirds of the members present in person or by proxy.

Unless a poll is so demanded a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the Minutes or proceedings of the meetings of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

34 The demand for a poll may be withdrawn. Except as provided in Article 36, if a poll is duly demanded it shall be taken in such manner as the chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

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

36 A poll demanded on the election of a chairperson, 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 will be proceeded with pending the taking of the poll.

37 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not

disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

38 Every member entitled to attend and vote at a general meeting may appoint a proxy to attend, speak and vote on his behalf. A proxy need not be a member of the Company. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

39 The instrument appointing a proxy shall be in writing and shall be executed by or on behalf of the appointor. The signature on such instrument need not be witnessed. A body corporate may execute a form of proxy under its common seal or under the hand of a duly authorised officer thereof. The appointment of a proxy may, subject to the Board so approving such appointment in the case of any particular meeting, notwithstanding any other provisions of these Articles, be made by electronic means:

- (a) in a form specified by the Board from time to time;
- (b) executed with such electronic signature as may be specified by the Board from time to time; and
- (c) sent to such address as may be notified by the Board for that purpose from time to time and provided that the Board shall not be obliged to so approve in any particular case.

40 The instrument appointing a proxy and any authority under which it is executed or a copy, certified notarially or in some other way approved by the Board, shall be deposited at the Registered Office of the Company or at such other place or one of such other places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or any instrument of proxy sent out by the Company in relation to the meeting not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. **Provided that:**

- (a) in the case of a meeting which is adjourned to, or a poll which is to be taken on, a date which is less than seven days after the date of the meeting which was adjourned or at which the poll was demanded, it shall be sufficient if the instrument of proxy and any such authority and certification thereof as aforesaid is lodged with the Company Secretary at the commencement of the adjourned meeting or the taking of the poll; and
- (b) an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require to be delivered again for the purposes of any subsequent meeting to which it relates.

41 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

42 An instrument appointing a proxy shall be in the following form or in any other form which the Board may accept, subject to the provisions of the Companies Act 2014:

“I.W.A. Company Limited by Guarantee”

I/We [•] of [•] being a member/members of the above-named Company hereby appoint [•] of [•] or failing him [•] of [•] as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [•] day of [•] 20[•] and at any adjournment thereof.

Signed this [•] day of [•] 20[•]

This form is to be used *in favour of/against the resolution.

Unless otherwise instructed the proxy will vote as he thinks fit.

*Strike out whichever is not desired.”

- 43 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or lack of mental capacity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, lack of mental capacity or revocation as aforesaid is received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

THE BOARD OF DIRECTORS

- 44 The Board shall consist of a maximum of sixteen directors and minimum of thirteen directors, comprising:
- (a) the President who shall be elected as the President by the members at an A.G.M. and shall automatically be a director (the “**President**”);
 - (b) two Company Staff Representatives who shall be elected from among the Company's employees by employee ballot (“the “**Company Staff Representative Directors**”);
 - (c) one member of the National Sports Executive Committee who shall be nominated by the National Sports Executive Committee (the “**NSEC Director**”);
 - (d) a maximum of nine directors elected by the members at an A.G.M (the “**A.G.M. Elected Directors**”); and
 - (e) a maximum of three directors who may be co-opted by the Board for their particular expertise from time to time (the “**Co-opted Directors**”).

At least a third of the board members must be persons with disabilities.

No person shall be eligible for election as a director by the members at an A.G.M. unless he shall be a member of the Company entitled to attend and vote at general meetings of the Company.

- 45 No person shall be entitled to any remuneration for acting as a member of the Board, but the Board may pay to any member thereof reasonable actual out-of-pocket expenses which such member, on the authority or within the sanction of the Board but not otherwise, may incur in or about the ordinary business of the Company. All actual out-of-pocket expenses must be claimed on the basis of providing 'paid' receipts.
- 46 For the avoidance of doubt, a maximum of two employees at any one time can be directors of the Company which two directors are to be elected from the Company's employees by employee ballot (and are the two Company Staff Representative Directors on the Board).

BORROWING POWERS

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

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 48 The business and affairs of the Company shall be managed by the Board who may exercise all such powers of the Company as are not by the Companies Act or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Companies Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting; but no direction given by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that direction had not been given.
- 49 Without prejudice to the general powers and authorities conferred by these Articles or any statute on the Board, the Board is hereby empowered to make, vary and repeal all such bye-laws as it may deem necessary or expedient or convenient for the proper conduct and management of the affairs of the Company. The Board shall adopt such means as it deems sufficient to bring to the notice of the members all such bye-laws and variations and repeals thereof and all such bye-laws so long as they are in force shall be binding upon all the members of the Company provided always that no bye-law shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company or constitute such an amendment of or addition to these Articles as could lawfully be made only by special resolution.
- 50 All cheques, promissory notes, drafts, bills of exchange, cash transfers and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Board shall from time to time by resolution determine.
- 51 The Company shall cause Minutes to be entered in books kept for that purpose:
- (a) Of all appointments of officers;
 - (b) Of all names of the directors present at each directors' meeting and of any sub-committee;
 - (c) Of all resolutions and proceedings at all meetings of the Company, all meetings of the Board and of any sub-committee.

DISQUALIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS

- 52 The office of director shall be vacated if the director-
- (a) Is adjudicated 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; or
 - (b) Becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Companies Act; or
 - (c) Becomes of unsound mind; or
 - (d) Resigns his office by notice in writing to the Company; or
 - (e) Is convicted of an indictable offence unless the Board otherwise determines; or
 - (f) Is removed from office by a resolution signed by not less than two-thirds of the members of the Board; or
 - (g) Is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest in the manner required by Section 231 of the Companies Act; or

- (h) Is confirmed to have a conflict of interest in relation to involvement with competitors or other such agency that may threaten the work, service contracts, confidentiality or income of the Company; or
- (i) Is continually absent from directors' meetings for three consecutive meetings, without due cause; or
- (j) Is confirmed to be partaking in substance abuse — drugs/alcohol, which is interfering with the work of the Company and bringing the Company into disrepute.

VOTING ON CONTRACTS

- 53 A member of the Board may not vote in respect of any contract in which he has a material interest, or any matter arising thereof, and a statement of such interest should be declared and noted in the minute of the meeting at which the vote is taken.

ROTATION OF DIRECTORS

- 54 Notwithstanding any other provision of these Articles, no person shall be eligible to hold office as a director of the Company for a period of more than eight years in total, whether in succession or otherwise.
- 55 The term of office of the President, the A.G.M Elected Directors and the Co-opted Directors shall be four years and such a director having notified the Board of his intention to run for re-election or to agree to be co-opted, may be re-elected or co-opted (as the case may be) for a further successive term of four years, subject always to the provisions of Article 54
- 56 The President, the A.G.M Elected Directors and the Co-opted Directors who have served a four year term shall retire from office, and in the case of the President and the A.G.M Elected Directors, such retirements shall be effective as and from the A.G.M. in the year in which their four year term expires.
- 57 The Company, at a meeting at which the President or an A.G.M Elected Director retires in the manner aforesaid, may fill the vacated office by electing a person thereto, and in default, the retiring member shall, if eligible for re-election and if offering himself for re-election, be deemed to have been re-elected unless at which meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such director has been put to the meeting and lost.
- 58 Where a Co-opted Director retires in the manner aforesaid, the Board may co-opt a replacement director in his place, or if he is eligible for further co-option for a second term, again co-opt the retiring Co-opted Director for a second term.
- 59 The term of office of the Company Staff Representative Directors shall be three years and such a director having notified the Board of his intention to run for re-election, may be re-elected for a further successive term of three years. No person shall be entitled to hold office as a Company Staff Representative Director for more than six years in succession. A person who has previously served a period of six successive years as a Company Staff Representative Director may be subsequently re-elected as a director after a period of one year of non-service as a director has elapsed, subject always to the provisions of Article 54.
- 60 The Company Staff Representative Directors who have served a three year term shall retire from office.
- 61 Where a director elected as a Company Staff Representative Director retires in the manner aforesaid, the Company's employees may elect another Company Staff Representative Director in his place or, if he is eligible for re-election, re-elect the retiring Company Staff Representative Director for a second term.

- 62 The NSEC Director shall retire and may be replaced at the discretion and nomination of the National Sports Executive Committee from time to time provided that no NSEC Director shall be entitled to hold office for more than five years in succession. An NSEC Director who has served a term of five years in succession shall retire from office and, after a period of one year of non-service as a director has elapsed, may subsequently be reappointed as the NSEC Director or elected as a director at an A.G.M. or co-opted as a director for a further period up to a maximum of three years, following which three year period he shall retire and shall not be eligible to serve again as a director. This Article is subject always to the provisions of Article 54.
- 63 No person other than a director retiring at the meeting shall, unless recommended by the board of directors, be eligible for election to the Board at any general meeting unless, not less than fourteen nor more than twenty-one days before the date appointed for the meeting, there has been left at the Office notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to have proposed and seconded such a person for election, and also notice in writing signed by that person of his willingness to be elected.
- 64 The Board shall have power at any time, and from time to time, to appoint any persons to the Board, either to fill a casual vacancy or as an addition to the Board, but so that the total number of members of the Board shall not at any time exceed the number fixed in accordance with these Articles. Any director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for election but the period of service up to the A.G.M. at which he is elected shall not be taken into account as a term of office for the purposes of Article 55.
- 65 The Company may by ordinary resolution of which extended notice has been given in accordance with Section 146 of the Companies Act remove any director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such director.
- 66 The Company (in respect of all directors other than the NSEC Director and the two Company Staff Representative Directors) may by ordinary resolution appoint another person in place of the director removed from the Board under Article 65 and, without prejudice to the powers of the Board under Article 64, the Company may in general meeting appoint any person to be a director, either to fill a casual vacancy or as an additional director (in respect of all directors other than the NSEC Director and the two Company Staff Representative Directors). The National Sports Executive Committee may appoint another person in place of an NSEC Director who is removed from the Board under Article 65. The employees may elect another person in place of a Company Staff Representative Director who is removed from the Board under Article 65. A person appointed in place of a director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is appointed was last elected a director.
- 67 As provided in Articles 55 and 71, the President may serve two terms of four years and shall be a director whilst serving as President of the Company.

PROCEEDINGS OF THE BOARD OF DIRECTORS

- 68 The Board may meet for the despatch of business, adjourn or otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairperson shall have a second or casting vote. The Secretary on the requisition of six directors or the Chairperson on the requisition of four directors shall, at any time summon a meeting of the board of directors. The Chairperson may convene a meeting of the Board at any time when, in his opinion, an urgent matter has arisen for consideration by the Board. If the directors so resolve it shall not be necessary to give notice of a meeting of the Board to any member thereof who, being resident in the State for the time being is absent from the State.

- 69 The quorum necessary for the transaction of the business of the Board shall be fixed by the Board, and unless so fixed shall be eight.
- 70 The continuing members of the Board may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of the Board, the continuing members of the Board may act for the purpose of increasing the number of directors to that number or of summoning a general meeting of the Company but for no other purpose.
- 71 The Board will elect a Chairperson, a vice-Chairperson, an Honorary Secretary and an Honorary Treasurer. Having been elected they shall hold office for a term of three years after which they are eligible for election for a further term of three years, provided that and for so long as they are eligible to hold office as a director pursuant to the foregoing Articles. No person shall be eligible to hold office as Chairperson, vice-Chairperson, Honorary Secretary or Honorary Treasurer for a period of more than six years in total, whether in succession or otherwise.
- (a) The Chairperson shall act as chairperson of all meetings.
 - (b) The President will be elected at the Annual General Meeting and may serve two terms of four years and is entitled to a place on the Board.
 - (c) In the event of the absence of the Chairperson, the President, vice-Chairperson or the Treasurer shall act as Chairperson of the meeting and if at any meeting, the President, vice-Chairperson or Treasurer are not present within fifteen minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairperson of the meeting.
- 72 The Board may delegate any of their powers to sub-committees consisting of such persons (whether directors or not) as they think fit; any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- 73 The Board shall select the chairperson of all sub-committees. If no such chairperson is selected or, if at any meeting the chairperson is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to be chairperson of the meeting.
- 74 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the chairperson shall have a second or casting vote.
- 75 All acts done by any meeting of the Board or of any sub-committee or by any person acting as director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if such persons had been duly appointed and was qualified to be a director.
- 76 The Board has delegated its powers to manage the affairs of the Sports Section to the National Sports Executive Committee. This delegation by the Board is subject at all times to the reservation to the Board of all decision making powers which are required by Sport Ireland or its successor or equivalent body to be reserved to the Board as a condition of its funding made available from time to time to the Company. The Board may, in exceptional circumstances following consultation with the Sports Section, by notice in writing to the National Sport Executive Committee cancel its appointment to manage the affairs of the Sports Section in which case the power to manage the affairs of the Sports Section will immediately revert to the Board.
- 77 A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the Board shall be as valid as if it had been passed at a meeting of the Board

duly convened and held, otherwise a minimum of seven clear days' notice must be given of the holding of a meeting of the board of directors.

- 78 For the purposes of these Articles, the contemporaneous linking together by telephone or other means of electronic communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors, and all the provisions in these Articles as to meetings of the Directors shall apply to such meetings, provided that:
- (a) each of the Directors taking part in such a meeting must be able hear, and speak to, each of the other Directors taking part; and
 - (b) at the commencement of such a meeting each Director must acknowledge his presence and that he accepts that the proceedings will be deemed to be a meeting of the Directors.
 - (c) A Director may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the chairman of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chairperson of the meeting to leave the meeting.
 - (d) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting.
 - (e) The provisions of this Article shall apply, mutatis mutandis, to meetings of committees of the Directors.

COMPANY SECRETARY

- 79 The Secretary shall be appointed by the Board for such term and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.
- 80 A provision of the Companies Act or of these Articles requiring or authorising a thing to be done by or to a director and by the Secretary shall not be satisfied by its being done by or to the same person acting both as a director and as, or in place of, the Secretary.

COMPANY SEAL

- 81 The Seal shall be used only by the authority of the Board or of the sub-committee authorised by the Board on their behalf and every instrument to which the Seal shall be affixed shall be signed by a director and shall be counter-signed by the Secretary or by a second director or by some other person appointed by the Board for that purpose.

ACCOUNTS

- 82 The Company shall keep or cause to be kept adequate accounting records (and shall charge the Treasurer to oversee the keeping of such accounting records) in accordance with Part 6 of the Companies Act. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282 of the Companies Act and 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 and include any information and returns referred to in Section 283 of the Companies Act.
- 83 The Company's accounting records shall be kept at the Office or, subject to Section 283 of the Companies Act, at such other place or places as the Board thinks fit, and shall be available for inspection by the officers of the Company at all reasonable times in accordance with Section

284 of the Companies Act. No copies or transcripts of the accounting records may be taken at the time of such inspection unless specifically authorised before or after an inspection.

84 The Board shall from time to time determine whether and if so to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to the inspection of its members not being directors, and no member (not being a director) shall have any right of inspecting any financial statement or accounting record or document of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting.

85 The Board shall from time to time in accordance with the provisions of Part 6 of the Companies Act cause to be prepared and laid before the annual general meeting of the Company such statutory financial statements and reports as are required by that Part to be prepared and laid before the annual general meeting of the Company.

86 A copy of each of –

- (a) The statutory financial statements of the Company for the financial year concerned;
- (b) The directors' report in relation to it, (including any group directors' report), for that financial year; and
- (c) The statutory auditors' report on those financial statements and that directors' report,

which are to be laid before the annual general meeting of the Company in accordance with Section 341 of the Companies Act, shall, not less than 21 days before the date of the annual general meeting of the Company, be sent to every person entitled under the Companies Act to receive them.

87 In accordance with Section 338 of the Companies Act, the documents referred to in Article 85 hereof and Section 338(2) of the Companies Act shall be treated as having being sent to a member where such member has agreed by whatever means (either directly or otherwise) to him or her having access to such documents on a website and that notice of the matters set out in Section 338(5)(c) of the Companies Act is sent to such member in accordance with Article 88 hereof and section 338(6) of the Companies Act. The documents referred to in Article 84 hereof that are treated as sent in accordance with the terms of this Article shall be deemed and treated as having been sent to the members.

AUDIT

88 Auditors shall be appointed and their duties regulated in accordance with Part 6 of the Companies Act.

NOTICES

89 Communications to the Company

- (a) Subject to the Act and except where otherwise may be expressly provided in these Articles, any notice, document or information to be given, served or delivered to the Company pursuant to these Articles shall be in writing in a paper copy or, subject to paragraph (b), in electronic form.
- (b) Subject to the Act and except where otherwise may be expressly provided in these Articles, a notice, document or information may be given, served or delivered to the Company in electronic form only if this is done in such form and manner as may have been specified by the Directors from time to time for the giving, service or delivery of notices, documents or information in electronic form. The Directors may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such notice, document or information given, served or delivered to it in electronic form.

- (a) Subject to the Act and except where otherwise expressly may be provided in these Articles, any notice, communication, document or information to be given, served or delivered by the Company pursuant to these Articles shall be in writing in paper copy or electronic form. The signature to any notice in paper copy to be given by the Company may be written or printed.
- (b) Subject to the Act and except where otherwise may be expressly provided in these Articles, any notice, document or information to be given, served or delivered in pursuance of these Articles may be given to, served on or delivered to any member by the Company:
 - (i) by handing same to him or his authorised agent;
 - (ii) by leaving the same at his registered address;
 - (iii) by sending the same by the post or other delivery service in a pre-paid cover addressed to him at his registered address; or
 - (iv) by sending the notice, the document or the information in electronic form to such electronic address as may from time to time be authorised by the member or by making it available on a website (provided the member receives, by any of the means at (i) to (iii) above or by electronic means to such electronic address as may from time to time be authorised by the member, notification complying with Article 91 of the fact that the notice, document or information has been placed on the website).
- (c) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(i) or (ii), the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the member or his authorised agent, or left at his registered address (as the case may be).
- (d) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(iii), the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty four hours after the cover containing it in paper copy form was posted or given to delivery agents (as the case may be). In proving such giving, service or delivery, it shall be sufficient to prove that such cover was properly addressed, pre-paid and posted or given to delivery agents.
- (e) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(iv), the giving, service or delivery thereof shall be deemed to have been effected:
 - (i) if sent in electronic form to an electronic address, at the expiration of twenty four hours after the time it was sent; or
 - (ii) if made available on a website, at the expiration of twenty four hours after the time when it was first made available on the website.
- (f) Where any member has furnished his electronic address to the Company Secretary and has not notified the Company Secretary in writing (including by electronic mail) that he no longer wishes to receive communications by electronic mail, then the delivery to him of any notice, document or information by electronic mail (whether contained in the body of the electronic mail message or as an attachment to it) shall be deemed good delivery on the terms set out in sub-paragraph (e) above.
- (g) If the Company receives a delivery failure notification following the sending of a notice, document or other information in electronic form to an electronic address in accordance with sub-paragraph (b)(iv), the Company shall give, serve or deliver the notice, document

or information in paper copy (but not by electronic means) to the member either personally or by post addressed to the member at his registered address or (as applicable) by leaving it at that address. This shall not affect when the notice, document or information was deemed to be received in accordance with paragraph (e).

- 91 A notification to a member of the publication of a notice on a website pursuant to these Articles shall state:
- (a) the fact of the publication of the notice on a website;
 - (b) the address of that website and, where necessary, the place on that website where the notices may be accessed and how they may be accessed; and
 - (c) in the case of a notice of a general meeting of members or class of members:
 - (i) that it concerns a notice of a meeting served in accordance with the Articles or by order of a court, as the case may be;
 - (ii) the place, date and time of the meeting;
 - (iii) whether the meeting is to be an annual general meeting or an extraordinary general meeting; and
 - (iv) the address of any other website (if such is the case) where procedures as to voting are stated or facilitated.
- 92 The notice referred to in Article 91 shall be published on that website, in the case of a notice of meeting, throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting, and in any other case for a period of not less than one month from the giving of the notification.
- 93 Article 91 shall be treated as being complied with, and, in the case of a meeting, nothing in Article 90 or Article 91 shall invalidate the proceedings of a meeting where:
- (a) any notice that is required to be published as mentioned in Article 91 is published for a part, but not all, of the period mentioned in that Article; and
 - (b) the failure to publish that notice throughout that period is attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid, such as system, telecommunications or power outages.
- 94 Without prejudice to the provisions of Article 90, if at any time by reason of the suspension or curtailment of postal services within the State, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same day in at least two leading national daily newspaper published in the State and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the said advertisement or advertisements shall appear. In any such case the Company shall send confirmatory copies of the notice through the post to those members whose registered addresses are outside the State (if or to the extent that in the opinion of the Directors it is practical so to do) or are in areas of the State unaffected by such suspension or curtailment of postal services and if at least ninety-six hours prior to the time appointed for the holding of the meeting the posting of notices to members in the State, or any part thereof which was previously affected, has become practical in the opinion of the Directors, the Directors shall send forthwith confirmatory copies of the notice by post to such members. The accidental omission to give any such confirmatory copy of a notice of a meeting to, or the non-receipt of any such confirmatory copy by, any person entitled to receive the same shall not invalidate the proceedings at the meeting.
- 95 Notice of every general meeting shall be given in any manner herein before authorised to:

- I. every member;
- II. the auditor for the time being of the Company; and
- III. the directors and Secretary of the Company.

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

INDEMNITY

- 96 Every director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in relation to his acts while acting in such office on behalf of the Board in which judgement is given in his favour or in which he is acquitted or in which relief is granted to him by the Court.
- 97 Subject to the provisions of the Companies Act and the Charities Act 2009, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors or officers of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in good faith in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in connection with their duties, powers or offices.
- 98 The provisions of Clause 9 of the Memorandum of Association of the Company relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in full in these articles.