

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION

OF

TUG OF WAR IRELAND LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

1. The name of the Company is “Tug of War Ireland Limited by Guarantee” (hereinafter called the Company).
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The main object for which the Company is established is to govern, promote, develop, organise and safeguard the sport of tug of war in Ireland.
4. In pursuance of the above principal object, the Company shall have the following subsidiary objects:
 - (a) to promote the teaching and practice of Tug-of-War and its ethical values as a life affirming and life enhancing activity;
 - (b) To prescribe such rules as it may see fit to regulate and promote the sport of tug of war for men and women of all ages and abilities;
 - (c) to strive to ensure that no gender, race, religious, political or other kind of unfair discrimination is allowed in Tug-of-War in any form, and that all may participate in Tug-of-War, at all levels;
 - (d) to take all steps that may be necessary to supervise and enforce the obligations, under the Rules and the Constitution, of members, competitors, coaches or persons in any way connected with the objectives of the Company;
 - (e) to endeavor to provide a positive and safe environment for all its members;
 - (f) to cooperate and comply with the rules of the T.W.I.F.;
 - (g) To implement and manage national databases and systems of members and officials;

- (h) To obtain adequate and secure financial resources for tug of war in Ireland;
 - (i) To seek grants, sponsorship and other sources of revenue;
 - (j) To develop and implement high performance programs for Tug of War Ireland Members;
 - (k) To organize competitions and tournaments in Ireland and elsewhere, including the development and management of programs of international matches for teams representing Ireland, the organization of international competitions and tournaments in Ireland, and the organization of interprovincial and all national club competitions;
 - (l) To authorize, at its discretion, members of teams and individuals who have been selected or approved to compete in international events;
 - (m) To authorize foreign athletes to take part in national events;
 - (n) to comply with and enforce the Irish Anti-Doping Rules, as published by Sport Ireland from time to time and to play a leading role in the fight against doping within Tug-of-War;
 - (o) promote, through its rules and regulations, adherence to the Code of Ethics and Good Practice for Children's Sport as published by the relevant regulatory authorities in Ireland and as amended from time to time; and
 - (p) Promote, through its rules and regulations, adherence to the Child Protection' Guidelines' issued by the relevant regulatory authorities in Ireland and as amended from time to time.
5. In furtherance of the above objects, but not otherwise, the Company shall have the following powers which it may exercise at its discretion: -
- (i) to carry on any business which may be seen by the Company as capable of being conveniently carried on in connection with the above main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
 - (ii) to register and codify, publish and enforce standards of eligibility for membership of the Company and for competitions;
 - (iii) subject to such consents as may be required by law, to purchase, take on lease or in exchange, hire or otherwise acquire and to hold, manage, develop, sell, dispose of, lease or deal in any way with any real or personal property and any interest therein and in particular any land, buildings, offices and any rights or privileges necessary or convenient for the purposes of the Company and to manage, develop, sell, demise, let, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Company, and to construct, erect, alter, improve and maintain any buildings which may be from time to time required for the purposes of the Company;
 - (iv) subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner and on

such terms and conditions as may be thought fit and to grant security in respect of such borrowings and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company and 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, or all of such methods, the performance of the obligations of and the repayment of payment of the principal amounts and interest of any person, firm or company or of the 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;

- (v) subject to the provisions of this Constitution herein, to provide or contribute towards the salaries, wages, stipends or any other reward or remuneration properly arising from the employment of any person for the purposes of the Company;
- (vi) to invest funds of the Company not immediately required for its purpose in or upon such investments, securities or property as it may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (vii) to adopt, publish, amend and administer from time to time standards of eligibility for membership of the Company and for competing in events promoted by the Company as may be determined by the Company in accordance with its constitution, rules and regulations and to do all such acts and things necessary to ensure conformity to and compliance with such codes and standards as may be adopted or promulgated by the Company and to govern members, competitors, officials and/or coaches or persons in any way connected with the objectives of the Company;
- (viii) to levy, charge, collect and receive subscriptions, levies, fees and other payments from persons whether members of the Company or not and expend the same in furthering all or any of the objects of the Company or providing for the expenses of the Company;
- (ix) 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 in conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company;
- (x) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company (excluding Board Members and ex-Board Members) or the dependents or families of such persons, and to grant pensions and allowances to and to make payments towards insurance of such persons; and
- (xi) To do all such other lawful things as may be incidental to or conducive to the attainment or furtherance of the said objects or any of them.

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

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

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

USE OF INCOME AND PROPERTY

6. The income and property of the Company shall be applied solely towards the promotion of its main object as set forth in this Memorandum of Association. 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, officer 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.

LIMITED LIABILITY

7. The liability of the members is limited.

GUARANTEE

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

DISSOLUTION

9. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liability, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property should be given or transferred to some other institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as it imposed on the Company under or by virtue of Clause 6 of this memorandum. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution and if insofar as effect cannot be given to such provision, then the property shall be given or transferred to some charitable object.

ANNUAL ACCOUNTS

10. Annual audited accounts shall be kept and made available to the Revenue Commissioners upon request.
11. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

ARTICLES OF ASSOCIATION

INTERPRETATION

1. In these Articles of Association, the following words and expressions shall have the following meanings:

The Act	means the Companies Act 2014;
Affiliated Club	means a club recognised as being affiliated to the Company as set out in Article 4
Articles	means these articles of association of the Company as amended from time to time;
Board	means the group of persons elected or appointed under these Articles to manage the affairs of the Company as a board from time to time and provided a quorum be present all things done thereby shall be deemed to have been done by the Board.
Bye-Laws and Rules	means the Rules, Procedures, Policies, Rules and Bye-Laws for the time being adopted by the Board that govern the operation and management of the Sport in Ireland
Body of Affiliated Officials	means a body of Officials registered with the Company as set out in Article 5
Chair	means the Chair of the Board of Directors nominated in accordance with these Regulations
Club Member	means a member of an Affiliated Club as set out in Article 8
Committee	means any committee or sub-committee established by the Board
Company	means Tug of War Ireland
Connected Person	means a spouse, parent, guardian, brother, sister or child of any Member or a person who has held an influential position within the Company within the past 4 years.
Delegate	<p>means the following:</p> <ul style="list-style-type: none">(i) in the case of an Affiliated Club, a Club Member of that Affiliated Club duly appointed by that Affiliated Club to represent it as a delegate and vote on its behalf at any general meeting of the Company;(ii) in the case of the Body of Affiliated Officials, a Registered Official duly appointed by the Body of Affiliated Officials to represent it as a delegate and vote on its behalf at any general meeting of the Company; <p>For clarity, any person who has not paid their Membership Fee by 31 January shall not be entitled to act as a Delegate at any Company meeting for the calendar year.</p>

Independent Officer	means persons external to the Company appointed to the Board as set out in Article 51
Member	means a member of the Company who falls into any of the categories outlines in the Articles or any other member category which is created and approved by the Board, and who is a member of the Company by virtue of having paid a Membership Fee.
Membership Fee	means the annual fee paid by each category of member to the Company as set out in Article 15
Member Representative Officer	means an appointed Board member as set out in Article 50
Register of Members	means a register of all members of the Company, as monitored and maintained by the Company
Membership Card	means a card issued to every member of the Company
Officers / Director	means the directors for the time being of the Company and includes any person occupying the position of Director by whatsoever name called
Official	means an individual recognised by the Board as being a qualified and registered official of the Sport
Province	means any one of the four provinces of Ireland
Provincial Body	means a body representing any of the Provinces.
Secretary	means any person appointed to perform the duties of the company secretary
Social Member	means a social member of the Company as set out in Article 9
The Sport / Tug of War	means the sport of Tug of War and associated Disciplines
TWIF	means the Tug of War International Federation is the international which is the international governing body for the sport of tug of war.
Voting Member	has the meaning set out in Article 3
Non-Voting Member	has the meaning set out in Article 3

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.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company. Words in the singular include the plural and vice versa and words in one gender include any other gender.

MEMBERSHIP

2. The number of Members of the Association is unlimited. All members are bound by the Constitution and Rules of the Company
3. The Company shall consist of the following categories of members:
 - a) Voting Members, comprised of:
 - Affiliated Clubs
 - Body of Affiliated Officials
 - b) Non-Voting Members comprised of:
 - Club Members
 - Social Members

For the avoidance of doubt, any Member is de facto a Member of the Company once he or she becomes a Club Member or Social Member, thereby paying a membership fee to the Company.

Affiliated Club

4. A club wishing to be affiliated to the Company, shall:
 - a) have minimum of 5 Club Members who have discharged their Membership Fee in accordance with Clause 15 herein;
 - b) have participated in a minimum of 2 events sanctioned by the Company during the preceding calendar year;
 - c) be constituted to promote and develop the activity of Tug of War in Ireland,
 - d) have an Executive Committee consisting of a Chair, Secretary, and Treasurer;
 - e) have submitted to the Company, evidence of a validly adopted Constitution in a form prescribed by the Company and demonstrating common objects of the Company;
 - f) Have paid an annual Membership Fee as determined by the Company from time to time on or before 31 January every year.

For clarity, any club or Affiliated Club that has not paid their annual Membership Fee by 31 January shall not be considered affiliated and therefore shall not have any voting rights for that calendar year at any Company meeting.

Body of Affiliated Officials

5. The Body of Affiliated Officials is a body of registered Officials recognised by the Board, as representing the Officials of the Sport in Ireland and who have paid their annual Membership Fee (as determined by the Company) on or before 31 January every year. For clarity, any Official that has not paid their annual Membership Fee by 31 January shall not be considered as part of the Body of Affiliated Officials and therefore shall not have any voting rights for that calendar year at any Company meeting, and shall not be entitled to be nominated as a Delegate.
6. Voting Members shall have the following rights:
 - a) The right to notice of, and to attend at, general meetings of the Company;
 - b) The right to nominate a Delegate in accordance with the provisions of Regulations set out in these Articles to attend general meetings of the Company. Such Delegates shall have

the right to speak and the right to vote at general meetings.

Non-Voting Members

7. Non-Voting Members shall comprise of individuals who are Club Members or Social Members.

Club Member

8. A Club Member is a registered member of an Affiliated Club who has paid his Membership Fee in accordance with Clause 15 herein. Club Members shall have the following rights only:
 - a). the right to compete at all Tug of War competitions held by or under the auspices of the Company subject to compliance with the relevant rules of the competition;
 - b). the right to notice of, and to attend at, general meetings of the Company
 - c). the right to speak at general meetings of the Company but only as a Delegate or Delegates duly elected by that Club Member's Club;
 - d). the right through their Club and only if agreed by the Club at a general meeting of the Club, to put forward notices of motion at any general meeting of the Company subject to compliance with the applicable standing orders of the Company in relation thereto;
 - e). the right to stand for election to any office of the Company subject to compliance with any procedures prescribed by the Company; and
 - f). For the avoidance of doubt, Club Members shall not have the right to vote at general meetings of the Company. Only Delegates duly appointed by Clubs on behalf of Club Members shall have the right to vote at general meetings of the Company.

Social Members

9. Social Members are individual members who:
 - a) are admitted from time to time as non-voting members of the Company pursuant to these Articles and the Bye-Laws and Regulations; and
 - b) pay an annual Membership Fee as determined by the Company; and
 - c) are entitled to receive notice of and attend at general meetings but shall not form part of the quorum or have the right to vote at general meetings;
 - d) have the right to stand for election to any office of the Company.
10. Every member and Provincial Board is bound by and must submit to the Articles, Bye-Laws and Regulations of the Company. Where applicable, it shall be the responsibility of each Affiliated Club to bring the Bye-Laws and Regulations to the attention of the Club Members in the Affiliated Club. All members shall pay the appropriate subscriptions set by the Board for the period from 1 January for the calendar year. This sum shall be determined by the Board of Directors as they see fit.
11. The Board may establish in the Rules or Bye-Laws any further conditions or requirements of Voting and Non-Voting Members and Provincial Boards as it deems appropriate.

Application and Cessation of Membership

12. Every applicant for Membership of the Company shall apply by submitting the following to the Board:

- a). the completed Member on line application form;
 - b). the annual Membership Fee, as determined by the Board as they see fit;
 - c). a formal undertaking to observe and abide by the Constitution and the Rules of the Association as well as Rules of Competition and all the procedures, requirements and Other Rules of the Tug of War International Federation (TWIF)
 - d). Any other requirements as prescribed in these Articles or any Rules of the Company
13. Every application shall in all cases be subject to the approval by the Board.
14. If the applicant is accepted for Membership, then on receipt from the applicant of the amount of the subscription payable under Article 15 herein, the applicant's name and other details as set out in the Rules shall be entered in the Register of Members and that applicant will be supplied with a Membership Card.
15. There shall be an annual Membership Fee (which the Board may determine for each membership category) and this shall be paid before 31 January each year;
16. Membership shall be personal to the Member and shall not be transferable or transmissible by the act of the Member or by operation of law.
17. Membership shall cease automatically on any Member's death, winding up or dissolution as the case may be
18. A Member shall cease to be a member of the Association if:
- a). S/he submits a notice in writing resigning from membership to the Secretary.
 - b). The Company expels him/her by a resolution passed by two thirds majority of the Members present and entitled to vote at any special or extraordinary general meeting of the Company and where the Members have been given prior notice in writing thereof.
 - c). S/he fails to pay the annual subscription by the due date of 31 January where applicable, unless good reason for default can be shown. The Board shall have the sole and final discretion in deciding if a reason shown by a member shall be deemed to be a "good reason".
 - d). if the conduct of any Member is such as shall in the opinion of the Company be injurious to the character or interests of the Company or render that Member unfit to remain a Member of the Company, or if any Member shall refuse or wilfully neglect to comply with any of these Articles.
 - e). A determination is made to terminate his/her membership in accordance with the Complaints & Disciplinary Procedures as set out in these Articles or other Rules.
19. Cessation of Membership howsoever occurring shall not entitle the Member to repayment of the whole or any part of any contribution or subscription previously paid by him and shall be without prejudice to the Member's liability to pay any contribution or subscription which has become due and payable before such cessation.
20. Every Member shall further, to the best of his/her ability the objects, interests and influence of the Company.
21. The Company shall keep an accurate and up to date register of Members.

22. In the event of a Club or any category of Member failing to comply with or failing to enforce any measure (including any disciplinary measure) prescribed by the Board, the Disciplinary and Complaints Committee and/or the Company in general meeting, the Club / Member shall be liable to be disaffiliated from the Company in accordance with the relevant procedures the Rules or any bye-laws or standing orders.

GENERAL MEETINGS

23. The Company shall hold an Annual General Meeting (AGM) in the first quarter of each year within Ireland which shall be described as such when so notified to the members and which shall be held at a time and place as the Board shall decide.
24. The Company may also hold extraordinary general meetings (**EGM**) which shall be so described when notified to the members. The Board shall convene an EGM where:
- a) a resolution to convene an EGM is passed at the preceding AGM; or
 - b) the Board resolves to convene such a meeting; or
 - c) Voting Members who represent 60% of the voting rights of all Voting Members entitled to vote at AGMs and EGMs submit a written requisition to the Board for the holding of such a meeting.
25. Subject to the provisions of the Act, such meetings shall be convened by the Board within twenty-one (21) Clear Days after the receipt of the requisition required under this Article or the date on which the Board or AGM (as the case may be) resolve to convene such a meeting in accordance with Article 24 above. An EGM shall be held on such date and at such time and venue as determined by the Board.

NOTICE OF GENERAL MEETING

24. Subject to the provisions of the Act, the Company shall give the Members 21 Clear Days' notice in writing of the AGM and the Company shall give 21 Clear Days' notice in writing of an EGM. The agenda for an EGM shall be sent out with the notice therefore and shall specify the general nature of the business of such meeting. The notice shall be exclusive of the day on which it is delivered/served and shall exclude the day of the meeting. An EGM may be convened immediately following the AGM by giving the notice in the manner specified above or where three quarters of those members present and entitled to vote pass a resolution to hold such a meeting.
25. Each notice of a general meeting shall specify the date; hour and place at which it is intended to hold the said meeting. Notice of a general meeting may be sent to Members by email and if sent by email, it will be deemed delivered at the time sent.
26. The accidental omission to give notice or the non-receipt of such a notice specified above to a member entitled to be present and voting at a general meeting shall not in itself invalidate the proceedings at a general meeting.

PROCEEDINGS AT GENERAL MEETINGS

27. All business shall be deemed to be special that is transacted at an EGM and all business that is transacted at an AGM shall also be deemed to be special, apart from the consideration of the Income and Expenditure Account and Balance Sheet, the Reports of the Directors and the Auditors, the election by Members of the Directors and the appointment of, and the fixing of the remuneration of, the Auditors.
28. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, Delegates from 30% of the Company's Affiliated Clubs present and entitled to vote shall be a quorum.
29. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Voting 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 voting members present shall be a quorum.
30. The President shall preside as Chair at every General Meeting of the Company, or if he/she is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act or his Officer position within the Company is being voted upon, the Directors present shall elect one of the other Officers to be Chair of the meeting.
31. If at any meeting no Director is willing to act as chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.
32. The Chair may, with the consent of any meeting at which a quorum is present and if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of the 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.
33. Where a resolution(s) to amend the Company's memorandum and/or these Articles is successful at any meeting, that resolution shall have immediate effect from the conclusion of such meeting.
34. Any motion, other than a motion from the Board, whether to amend the memorandum of association of the Company, these Articles, the Bye-laws, the Rules of Competition or Other Rules or on any other topic, shall be notified to the Board in writing not less than sixty (60) Clear Days before the date for holding the general meeting. Each such motion shall deal with one subject only.
35. The Annual General Meeting shall be held for the following purposes:
 - a). To approve the minutes of the previous AGM;
 - b). To receive the Annual Report of the Board;
 - c). To receive and approve the Annual Accounts duly audited;
 - d). To confirm the election of the President if appropriate;
 - e). To elect or re-elect the Directors if appropriate;

- f). To confirm the appointment of Auditors;
- g). To decide on any resolution which may have been submitted to the meeting in accordance with these
- h). Regulations;
- i). To notify members of any new members; and
- j). To transact act any other business of which due notice has been given.

VOTING AT GENERAL MEETINGS

- 36. An ordinary resolution is a resolution passed by a simple majority of the votes cast by members of the Company as, being entitled to do so. A special resolution is a resolution passed by not less than 75% of the votes cast by such members of the Company as, being entitled to do so.
- 37. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands or by secret ballot.
- 38. A motion put to the vote of the meeting shall be decided in the first instance by a show of hands unless a secret ballot is (before or on the declaration of the result of the show of hands) demanded
 - a) by the Chair; or
 - b) by at least three Voting Members present in person and eligible to vote;
- 39. Affiliated Clubs who are; (i) registered with the Company by the 31st of January prior to the date on which the General Meeting is due to take place; and (ii) in good standing with the Company, shall be entitled to vote in accordance with the provisions of these Articles.
- 40. Each Voting Member will have one (1) vote.
- 41. There shall be no voting by proxy.
- 42. There shall be no postal/fax/email/or other electronic vote will be accepted at General meetings.
- 43. No members of the Board shall represent their own member club as a voting delegate.
- 44. A declaration by the Chair that the resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost, an entry to that effect in the book containing the Minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 45. Where there is an equality of votes the Chair of the said meeting shall be entitled to a casting vote.

THE BOARD

- 43. The following Officer positions are hereby created by these Articles:
 - a) The President who shall act as the chairperson of the Board
 - b) The Treasurer.
 - c) The Secretary.

- d) Two Member Representative Officers.
 - e) Two Independent Officers. The Board, as elected by the membership, shall have the power to co-opt up to two (2) additional directors to compliment the skill set and experience of the board as it sees fit. Independent Officers will serve a maximum term of 2 years and for a maximum of three (3) terms in this position.
44. Unless otherwise determined by ordinary resolution the number of Board members shall not be more than seven (7) and never at any time be less than five (5).
45. The maximum number of Board members at any given time from the one Province / Provincial Body shall be three (3).
46. The Board shall, to the extent possible, strive to ensure that at least one Board member is female.

President

47. The President shall be a person with the necessary leadership, dedication and management skills to promote and pursue the objects of the Company, to chair meetings of the Company and any committees where required, and to liaise with other Officers and relevant committees to ensure the day to day management of the Company and the promotion of Tug of War in Ireland.

Treasurer

48. Subject to the duties of the Board and to the provisions of the Act, the Treasurer shall be a person with such accounting expertise as satisfying criteria as determined by the Board, who shall monitor all income and expenditure of the Company, bank statements, accruals and prepayments, funding, investments and loans, the financial records of the Company, budget preparation and reporting and shall make a report at meetings of the Board and Company AGMs where appropriate on all financial matters of the Company.

Secretary

49. The Secretary shall be a person with the necessary organisational skills and knowledge to act as Secretary. The Secretary's duties should assist with issuing notices and agenda of all meetings of the Board and of the Company within the appropriate time limits, recording minutes of all meetings of the Board and of the Company, attending to correspondence as Secretary of the Company on behalf of the Board, carrying out all such other administrative and management duties as the office of the Secretary requires from time to time, and any other duties assigned to the Secretary from time to time.

Member Representative Officers

50. The Member Representative Officers shall be Members of the Company with the necessary qualities and experience to represent the interests of clubs and pullers from the broad membership base of the Company, subject to having an overarching regard to the interests of the Company as a whole.

Independent Officers

51. The Independent Officers shall be persons external to the Company with specific skill sets as required by the Company from time to time, for the avoidance of doubt the independent Officers shall not be members nor shall they be a Connected Person.

Term Limits and Rotation of Officers (apart from Independent Officers)

52. Subject to the provisions of Article 53, a person appointed to the Board shall occupy that position for a term of two years or until he shall resign or cease to be a Board Member. A Board Member who resigns from the Board may not seek election to the Board at the General meeting immediately following their resignation
53. The maximum number of consecutive Terms a Board member may serve is three.
54. As soon as is reasonably practicable following the adoption of these Articles, the Company shall call an extraordinary general meeting ("Transitional EGM") for the purpose of electing Officers.
55. All existing executive / Board members shall stand down and no previous term of office for such members shall be considered for the purposes of these Articles. At the Transitional EGM, the Officers shall be elected for a two-year term. For the avoidance of doubt, this is a transitional provision that shall only apply once.
56. Each Officer shall hold the position for the duration of their term of office. The Directors may at any time fill a vacancy for the position of Chairperson, Secretary and Treasurer from those Directors appointed if a Director retires, resigns or is unable or unwilling to act in one of those positions.
57. At every second Company AGM following the Transitional EGM (Retiring AGM) all of the Board members for the time being shall, subject to the following provisions of this Article, retire from office. Notwithstanding the foregoing, to comply with the provisions of the Companies Act 2014, which requires that the Company at all times has a minimum of 2 directors, the 2 Board members who shall have served the shortest consecutive period in office at that time shall not so retire from office.
58. For persons that became directors on the same day, those who shall retire at every Retiring AGM will (unless they otherwise agree amongst themselves) be determined by lot.
59. Where any Board member has served for three terms consecutively he or she shall be one of the retiring directors at the next Retiring AGM and may not serve as a Board member again until at least two (2) consecutive years have elapsed since he or she so retired. For the purposes of clarity, no director shall serve more than 6 years in office without taking a two-year break and no director shall serve for more than 12 years in office in total.
60. Subject to these articles, the directors may appoint a person who is willing to act as a director in order to fill a vacancy, and such person shall resign from office at the next election AGM. For the avoidance of doubt, such person shall be eligible for nomination as a director and in the event that such person is appointed as a director their Term shall commence from the date of the relevant AGM.

61. The directors shall delegate such roles and responsibilities to individual directors as they see fit from time to time.
62. 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.

Election procedures

63. Officers (apart from Independent Officers) must be nominated by any member of the Company and such nomination must be received in writing to the Company 30 days in advance of any relevant AGM.
64. The Board may, in advance of the nomination of any person for the position of director, set out the skill set that, in the view of the Board, the Director should hold.
65. Officers shall be elected by a simple majority of the members in general meeting. In the event of a vacancy occurring by resignation or otherwise of an Officer during his/her term of office or otherwise, the Board may co-opt a representative to the Board as Director to serve until the following AGM.
66. Each Delegate will have one vote for the election of each position.
67. A person may hold only one office
68. The order of elections at Annual General Meeting is:
 - (i) President
 - (ii) Secretary
 - (iii) Treasurer
 - (iv) Two Member Representative Officers
69. All candidates for election must:
 - a) Be nominated by Member of the Company in good standing
 - b) Be individuals at least 18 years of age
70. The election of all positions will be by simple majority.

BOARD MEETINGS

71. The Board shall meet at least once every three months and Board meetings shall be called in accordance with the standing orders for the Board. Questions arising at the meeting shall be decided by a majority of votes. The Chair shall have a casting vote in the event of a tie. A meeting shall be convened at any time on the requisition of three members of the Board.
72. The President, or in his absence the Secretary, or in his absence a member of the Board, chosen by the Board, shall preside at all meetings of the Board.
73. The quorum for meetings of the Board shall be 50% of the Board Members plus one additional Board Member, provided always that this number is no less than four Board Members at any given time.

74. Any Board Member may participate in a meeting of the Board by means of conference telephone or other telecommunications equipment whereby all persons participating in the meeting can hear each other speak. Participation in a meeting in this manner shall be deemed to constitute persons in person at such meeting.
75. The continuing members of the Board may act, notwithstanding any vacancy in their number. However, if and for so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members, the continuing members or member may act for the purpose of increasing the number of members to that number, or if summoning a General Meeting of the Company but for no other purpose.
76. The Board shall cause minutes to be made of the names of the Board members present at each of its meetings and of any resolutions and proceedings thereat.
77. A resolution in writing signed by all the Board members or Committee members (as the case may be) entitled to receive notice of a meeting of the Board or of a Committee shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) Committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Board members.

POWERS AND DUTIES OF THE BOARD

78. The business of the Company shall be managed by the Board which may exercise all such powers of the Company as are not by the Act or by the Articles required to be exercised by the Company in General Meetings, subject, nevertheless, to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as may be given by the Company in General Meetings.
79. The Board's duties shall include the following:
 - a) The formulation of the strategic plan to achieve the vision, mission and goals of the Company;
 - b) The monitoring of the implementation of the strategic plan and annual business plan and budgets of Company and assessment of performance against key performance indicators;
 - c) To administer the affairs of the Company;
 - d) To submit to each AGM the Board's report together with audited accounts for the preceding period, and an outline budget for the succeeding year.
 - e) To appoint persons to Committees of the Board.
 - f) To enter commercial arrangements with commercial partners to promote the Sport in Ireland.
 - g) To ensure that there is a system of internal control and risk management policy and process in place to identify and manage risk;
 - h) To ensure that appropriate codes and policy frameworks exist to promote effective governance of the Company through clear written procedures and regular review and updating of: I. the policies of the Company; ii. Strategic and annual operational plans; iii. Terms of reference for committees and advisors; IV. Clearly defined and delegated powers/limits of authority for decision making for the Board, committees and staff;
 - i) To adopt and amend from time to time the Bye-Laws and Regulations of the Company.

80. 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 obligation of the Company.
81. The Board shall determine the rules, levies and/or financial awards made to all subcommittees including Provincial Boards.
82. No direction given by the Company in General Meetings shall invalidate any prior act of the Board which would have been valid if that direction had not been given.
83. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be drawn, signed, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such a manner as the Board may from time, by resolution, determine.
84. The Board shall cause Minutes to be kept in books provided for that purpose of all business transacted at meetings of the Board including, but not exclusively:
 - a). The names of members of the Board present at each meeting of the Board and of Sub-Committees of the Board.
 - b). Of all resolutions and proceedings at all meetings of the Company and of the Board and of Sub-Committees of the Board.
 - c). Of all uses of the Common Seal.
85. A resolution in writing, agreed in writing by a majority of the Board, shall be as valid as if it had been passed at a meeting of the Board duly convened.
86. No member of the Board shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract or arrangement entered into by, or on behalf of the firm or Company in which any Member of the Board shall be in any way interested, be thereby voided.

DELEGATION OF THE BOARD POWERS AND COMMITTEES

87. The Board may delegate any of its powers to Committees provided a majority of the members present entitled to a vote at a meeting of the Board pass such a resolution. Any Committee so formed shall in the exercise of the powers so delegated, conform to any regulations or terms of reference issued by the Board. Any member of the Company who is eligible for appointment to the Board may be appointed to act on any such Committee. The Board may at its sole discretion resolve that a non-Member of the Company who is eligible for appointment to the Board as an Independent Officer may be appointed to act on any such Committee. Any such delegation may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of its own powers and may be revoked or amended at any time by the Board.
88. The terms of reference and detailed rules of procedure for all Committees shall be set by the Board in the Rules or otherwise and may be revoked or amended at any time by the Board.

89. The President, Treasurer and Secretary shall be *ex officio* members of all Committees.
90. The Board shall have the power to appoint any person to fill a casual vacancy arising on any Committee established by the Board pursuant to these Articles. Any person so appointed shall hold office from the date of such appointment until the conclusion of the next AGM after his appointment.
91. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting of any Committee shall be determined by a majority of votes of the Committee members present and entitled to vote. Where there is an equality of votes, the chairperson of the Committee shall have a second or casting vote. A resolution in writing signed by all the members of any Committee entitled to receive notice of a meeting of the Committee and to vote thereat shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held and may consist of several documents in the like form each signed by one or more members of the committee.

Disclosure and Conflict of Interest

92. Any member of the Board shall be liable to account to the Company for the profits arising from any such office or profit realised by any such contract or arrangement by reason only of such member of the Board holding that office or of the contractual relations thereby established.
93. Any member of the Board who is in anyway, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Board. If a member of the Board becomes interested in a contract or arrangement after it is made or entered into, the disclosure of his interest should be made at the first meeting of the Board, held after he has become so interested.
94. Any member of the Board may not vote in respect of any contract or arrangement in which he is as interested as aforesaid and should withdraw from the meeting for that item unless expressly invited to remain in order to provide information.

REMUNERATION, EXPENSES OF THE BOARD MEMBERS AND COMMITTEE MEMBERS

95. No remuneration shall be payable under any circumstances to any of the Directors in respect of services as Director, or on any Committee of the Board to which the Directors may delegate powers. The Board members and any members of any Committee may be paid all reasonable travelling, hotel and other expenses properly incurred and vouched by them in connection with their attendance at meetings of the Board or Committees or general meetings of the Company or otherwise in connection with the discharge of their duties.

DISQUALIFICATION OF MEMBERS FROM THE BOARD

96. No person may hold or continue to hold a position on the Board if he:
 - a) Is adjudged bankrupt or makes any arrangement or composition with his creditors generally, or
 - b) Becomes prohibited from being a member of the Board by reason of any order made under Section 839 of the Act or

- c) Becomes of unsound mind or
- d) Resigns his office by notice in writing to the Board or
- e) Is convicted of an indictable offence other than an offence under the Road Traffic Acts unless the Board otherwise determines.
- f) If he is appointed to a position of employment within the Company.
- g) The Board may remove a Board Member who has missed three consecutive Board Meetings.
- h) Is directly or indirectly interested in any contract with the company and fails to declare the nature of his interest in the manner required by the Act.

THE SEAL

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

ACCOUNTS

98. The Board shall cause proper books of accounts to be kept relating to;
- a. All sums of money received and expended by the Company and the matters in respect of which the received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
 - b. All sales and purchases of goods by the Company.
 - c. The assets and liabilities of the Company.
99. The books of account shall be kept at the Registered Office or the place of business of the Company.

AUDIT

100. The accounts of the Company shall be audited at least once every fiscal year and the correctness of the income and expenditure account and balance sheet ascertained by the auditors appointed who shall be properly qualified accredited auditors.
101. Auditors shall be appointed, and their duties regulated in accordance with Chapters 18 to 21 of the Act.

BYE-LAWS

102. The Board shall have the power to make, alter and revoke Bye-Laws for regulating the affairs of the Company and such Bye-laws shall be binding on every member of the Company.

103. If any Bye-law of the Board is unclear or open to doubt, the Board shall have power to put such reasonable construction or interpretation on such Bye-law as they may determine and such determination shall be final and binding on all members.

NOTICES

104. Notice may be served by the Company upon any member, Affiliated Club, any Sub-Committee either personally or by sending through the post in a prepaid envelope or other means of electronic communication addressed to such member at his registered place of address. Any notice sent by post shall be deemed to have been served on the date following that on which the envelope or wrapper containing the same is posted provided such service should be sufficient to prove that the envelope or wrapper containing the notice is properly addressed and posted. A certificate in writing signed by the Company Secretary or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted should be sufficient evidence thereof.
105. No member other than a member entitled to vote at a meeting shall be entitled to receive notice of any meeting of the Company.

INDEMNITY

106. Every member of the Board or other Officer of the Company, or any of the officers of other such Sub-Committees as approved by the Company provided they are acting in accordance with the law and in good faith, shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities including any such liabilities as are mentioned in paragraph (3) of the provision in Section 235 of the Act which may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and no member of the Board or other officer shall be liable for any loss, damage or misfortune which may happen or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect in so far as the provisions are not avoided by the Act.

DISPUTE RESOLUTION

- 107.
- a) Subject to all internal avenues of appeal having been exhausted, any dispute or difference arising out of, in connection with or under these Articles of Association or any rules, bye-laws, codes, policies or equivalent of the Company shall be referred to (SDSI) Sport Ireland's dispute resolution body for final and binding arbitration in accordance with SDSI's Arbitration Rules and in accordance with the Arbitration Act 2010 as amended.
 - b) This Article shall also apply to every Member. Each such Member is bound to refer any dispute or difference which remains unresolved after all internal avenues of appeal have been exhausted to SDSI arbitration.
 - c) The provisions of this Article shall apply notwithstanding any other provision to the contrary contained within these Articles of Association and/or any other rules, bye-laws, codes, policies or equivalent of the Company from time to time. This Article applies notwithstanding the level within the Company that any such dispute or difference occurs in the first instance.
 - d) The effect of this Article is to prohibit any party to such dispute or difference from commencing legal proceedings before the Courts.

DISCIPLINARY MATTERS

108. The Board shall adopt such Other Rules as it deems necessary to govern its complaints and disciplinary procedures against any category of member or province.
109. The Board shall have the power at any time on its own motion, to suspend any category of member, including any provincial body, from admission to the premises of the Company, to premises under the control of or operated by an Affiliated Club, and from the enjoyment of the facilities of the Company, or the enjoyment of facilities under the control or operation of an Affiliated Club for a stated period for any act, or words or comments spoken or otherwise published, which may bring the sport of tug of war into disrepute or for any act of misconduct or conduct deemed by the Board to be inappropriate to a full member of the Company committed on any premises of the Company, any premises operated by or under the control of an Affiliated Club or its environs or at any tug of war event or activity.
110. Suspension of full members for breaches of anti-doping regulations, and appeals against such suspensions, shall be in accordance with the anti-doping regulations in force at the time the offence was discovered.
111. The Board may suspend the Membership of any person or body pending the outcome of any investigation process.
112. The Board may delegate the exercise of its disciplinary functions to specific sub-committees of the Board, created with specific remits and devolved decision-making authorities, subject to final approval by the Board.

ANTI-DOPING RULES

113. The anti-doping rules of the Company are the Irish Anti-Doping Rules published by Sport Ireland and as amended from time to time by Sport Ireland. The Company will adhere to and implement such rules. It shall be a fundamental condition of Membership that members comply with such rules.

AMENDMENT

114. These Regulations may be altered only at a General Meeting by Special Resolution proposed, notified and passed in accordance with the Act. Notice of any proposed alterations must be given by resolution of the Board or in writing to the Secretary at least thirty (30) days before the date of the General Meeting.