

COMPANIES ACT 2014

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

CONSTITUTION OF

PARALYMPICS IRELAND

MEMORANDUM OF ASSOCIATION

- 1.0 The name of the Company is “Paralympics Ireland” (hereinafter referred as the “Company”).
- 2.0 The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
- 3.00 The registered office of the Company is situated in Ireland.
- 4.00 The main object for which the Company is established (the “Main Object”) is to promote, encourage, support the involvement in sport of people with disabilities of an intellectual, physical, physiological or sensory nature.
- 4.01 Subsidiary Objects of the Company

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects

(i) To form and be the national representative organisation for and at Paralympic Games and other multi disability championships (European and World) organised by the International Paralympic Committee (hereinafter referred to as “IPC”) , or subcontracted by them to a Local Organising Committee (hereinafter called an “LOC”).

(ii) To promote sports for high performance athletes with disabilities without discrimination on grounds of political, religious, economic, sexual or racial status, gender identity or sexual orientation.

(iii) To seek expansion of the opportunities for high performance athletes to participate in sports and of their access to training programmes to improve their proficiency.

(iv) To promote the inclusion in the Paralympic Programme of sports and events for athletes with more severe disabilities and female athletes.

(v) To seek sponsorship from third parties and other commercial opportunities in relation to all Paralympic sports in Ireland subject to the rights of IPC.

(vi) To hold title to, develop and license the intellectual property rights, goodwill and associated rights and opportunities relating to paralympic sports in Ireland. In particular, to develop its own Paralympic symbols, logos, flags and other identifications and designations provided that such do not conflict with the Paralympic properties owned by IPC.

(vii) Subject to eligibility rules laid down from time to time by IPC to adopt, publish, amend and administer from time to time standards of eligibility for selection of Paralympic teams and/or national Paralympic representatives and to do all such acts and things necessary to ensure conformity to and compliance with all such codes and standards by all persons whether competitors or otherwise having to do with the representation of Ireland at the Paralympic Games.

4.02 The Powers of the Company

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

(i) To make monetary gifts to person or other organisations engaged in any way in the propagation of the Cause of providing assistance to people with disability of a physical, intellectual or physiological nature.

(ii) To make gifts, grants, or payments in furtherance of the main object of the Company on such terms as may be thought fit.

(iii) To expend money in the purchase, publication or marketing of books, magazines, leaflets, audio and visual aids and equipment and all matters incidental thereto as the Company may deem to be in furtherance of the main object.

(iv) To acquire by purchase, lease or otherwise, real or personal property in Ireland or elsewhere suitable as or in connection with as Company offices and the other accommodation necessary in connection with the purposes of the Company.

(v) To sell, let, mortgage or dispose of all or any of the property or assets of the Company as may be expedient, with the view to the promotion of its main object including power to let, lease or dispose of any property of the Company to any other charitable body so as to assist or further the acts thereof.

(vi) To accept any gift of property or assets whether subject to any trust or not, for any one or more of the main object of the Company.

(vii) To collect and receive monies and funds for the purposes of the Company by voluntary contributions, offertories, collections, donations, legacies, payments or by any other lawful means.

(viii) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years.

(ix) To borrow or raise money for the main object of the Company on such terms and on such security as may be thought fit.

(x) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(xi) To establish and to support or aid in the establishment or support any charitable associations or institutions and to establish for charitable purposes only and to engage in work in any way connected with the purposes of the Company or calculated to further its main object.

(xii) To employ all such officers and servants (not being a director) as may be required for the purposes of the Company and to make all reasonable and necessary provisions for the payment of pensions covered by Part 30 of the Taxes Consolidation Act 1997 and superannuation to or on behalf of such officers and servants (including former officer and servants) their widows and dependants.

(xiii) To enter into sponsorship agreements and other arrangements relating to the goodwill associated with the Company and Paralympic sports in Ireland on such terms and conditions as may be thought fit.

(xiv) To own, establish, create, register, market and licence all intellectual property rights relating to Paralympic sports in Ireland on such terms and conditions as may be thought fit but subject at all times to the rights of IPC.

(xv) The Company has the sole and exclusive authority to prescribe and determine the clothing and uniforms to be worn, and the equipment to be used, by the members of delegations from Ireland on the occasion of the Paralympic Games and in connection with all sports competitions and ceremonies related thereto. This exclusive authority does not extend to specialised equipment used by athletes of such delegations during actual sports competitions.

5.0 Income and Property

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 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 charity trustee 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 charity trustee) 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 charity trustees 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 charity trustee) to the company;

- d) reasonable and proper out-of-pocket expenses incurred by any charity trustee 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 charity trustee may be a member holding not more than one hundredth part of the issued capital of such Company;

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).

6.00 Winding Up

- (a) 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 company or companies (being a charitable institution or institutions) having main objects similar to the main objects of the company. The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the company/trust/body under or by virtue of Clause 5.00 hereof. Members of the company shall select the relevant company or companies (being a charitable institution or institutions) at or before the time of dissolution. 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.

(b) If upon the winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company, but shall be given or transferred to another company whose objects are the promotion of charity and which has main objects similar to the main objects of the company, which other company also meets the requirements of paragraph (b) of section 971(1)/1180(1) of the Companies Act 2014, such company to be determined by the members of this company at or before the time of dissolution, or in default thereof by such Judge of the High Court as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to such provision, then to some charitable object.

7.00 The liability of the members is limited.

8.00 Every member of the Company undertakes to contribute to the assets of the Company, in the event of same being wound up while he is still a member or within one year after he ceases being a member, for payment of the debt and liabilities of the Company contracts before 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 contributories amount themselves, such amount as may be required not exceeding €1.00.

9.00 Additions, alterations or amendments

The organisation must ensure that the Charities Regulator has a copy of its most recent governing instrument. If it is proposed to make an amendment to the Governing Instrument of the organisation 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.

10.00 Keeping of Accounts

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

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

12.00 The preceding clauses (4 and 11) of this Memorandum contain conditions subject to which a license is granted to the Company by the Registrar of Companies in pursuance of section 1180(1) of the Companies Act 2014.

ARTICLES OF ASSOCIATION

GENERAL

1. **In these presents** the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

WORDS

MEANINGS

"the Act"

the Companies Act 2014

"AGM"

an annual general meeting

"these presents"

these Articles of Association and the regulations of the Company from time to time in force

"the Board"

The Board of directors for the time being of the Company

"the Company"

the above named Company

"the Company Secretary"

means the secretary of the Company or any other person

appointed to perform the duties of the secretary of the Company as set out in Articles 54 and 55

“the Honorary Board Member”

means the individual more particularly described in Article 43

“the IPC Handbook”

the handbook as published by the International Paralympic Committee from time to time

"the Office"

The Registered Office of the Company

"the Seal"

The common seal of the Company

“Ireland”

Republic of Ireland being the 26 counties

“Member”

A member of the Company that is admitted in accordance with Article 2 and which has executed a completed Membership Agreement

“Membership Agreement”

The membership agreement between the Company and the Member as updated from time to time and which is required to regulate the relationship between the Company and a Member

“Non-Voting Member”	means Associate Members (as defined below)
“Voting Member”	means the NGB Members, the Multi Sport Disability Specific NGB Members, Paralympic Sports Organisations and Paralympics Ireland Sub Committee Members
"Month"	calendar month
“in writing”	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form

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

Unless the context otherwise requires, 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.

MEMBERS

2. Membership of the Company shall only be available to the following categories:

(a) NGB Members

NGB members are sporting bodies nominated by a legally constituted National Governing Body (called an “NGB”) offering international competitive opportunities for a sport on the Paralympic Programme (as defined by the IPC). Organisations applying for NGB membership must prove to the satisfaction of the Board that they are affiliated to the relevant International Organisation/Federation and recognised as a National Governing Body (hereinafter referred to as “NGB”) by Sport Ireland.

(b) Multi Sport Disability Specific NGB Members

Irish Multi-sport Disability Specific members recognised as an NGB by Sport Ireland and affiliated to an International Organisation of Sports for the Disabled (IOSD) who is a member of the IPC.

(c) Paralympic Sports Organisations

Individual sporting organisations which are representatives of Paralympic sports governed by the Multi Sport Disability Specific NGBs.

(d) Paralympic Ireland Sub-Committee Members

Individual sports where Paralympics Ireland is the recognized national governing body for that sport as recognized by the international federation for that sport.

(e) Associate Members

Individual sporting organisations recognised as a National Governing Body by Sport Ireland which are representatives of sports not currently on the Paralympic Programme but whose international federation is recognized by the IPC. For the avoidance of doubt, Associate Members shall have the right

to attend General Meetings of the Company but shall not be entitled to vote at General Meetings of the Company.

3. The number of Members with which the Company proposes to be registered is unlimited.
4. The Company is established for the purposes expressed in the Memorandum of Association.
5. No organization shall be admitted to membership of the Company unless it:
 - (a) falls into one of the membership categories set out in Article 2;
 - (b) submits to the Company a form of application and a written confirmation of its unqualified adherence to the objects and purpose of the Company in such form as the Board shall from time to time determine;
 - (c) signs and returns to the Company the Membership Agreement; and

is first approved by the Board (and the Board may in its absolute discretion and without assigning any reason decline to admit any organization to membership) and then by the Members at a General Meeting.
6. The Board may also without showing cause by a resolution passed by a majority consisting of not less than two-thirds of the Board members present at a Special Meeting of the Board of and at which the Member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely or inter alia for the purpose of considering such resolution refuse to continue any organization as a Member and if any such resolution shall be so passed then such Member shall cease to be a Member and their name shall be removed from the Register of Members.
7. Any Member may withdraw from the Company by giving six months' notice in writing to the Company Secretary of their intention so to do but any

organization ceasing by any means to be a Member shall remain liable for and pay to the Company all monies due from it to the Company at the time of ceasing to be a Member or for which it may become liable under the provisions of the Memorandum of Association.

- 8.** The rights and liabilities attaching to any Member may be varied from time to time by a Special Resolutions of the Company.
- 9.** The rights of a Member shall not be transferable and shall cease on the winding up or dissolution of the Member.
- 10.** Members shall have the right, subject to these articles and any Bye Laws, or regulations made pursuant to these articles to nominate their athletes for all competitions sanctioned by the IPC.
- 11.** All Members shall continue to have the right to conduct their own sports events, attend events organised specifically by their international organisation/federation and to deal with their own affairs.
- 12.** All Members shall pay an annual membership fee. This fee to be paid no later than 28 February each year.
- 13.** Members must abide by IPC policies and aims, ethics and discipline guidelines as set out in the IPC Handbook as amended from time to time.
- 14.** The Anti-Doping Rules of the Company are the Irish Anti-Doping Rules as amended from time to time.
- 15.** The disciplinary rules pertaining to individual participants (athletes, support personnel etc.) are as contained in the Paralympics Ireland Participant Rules as amended from time to time. It shall be the responsibility of Members to ensure that (a) athletes nominated by them to Paralympic Selection Panels complete Athlete Agreements, and (b) support staff nominated by them to provide support to Paralympic athletes complete appropriate consent documents, in the form provided by the Company.

16. A Member may be suspended from membership for:

- (a)** Violation of the principles or terms of these Articles; or
- (b)** Failure to sign and return a Membership Agreement to the Company or to adhere to its terms; or
- (c)** Persistent non-payment of the annual membership fee.

A Member under suspension loses all rights and privileges of membership, in particular a suspended Member shall not be entitled to attend or vote at an Annual General Meetings or enter athletes in competition sanctioned by IPC.

17. The Board will determine the duration of suspension.

GENERAL MEETINGS

18. The Company shall hold an Annual General Meeting in every calendar year between 1st February and 30 April each year at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.

19. All general Meetings, other than the Annual General Meeting, shall be called Extraordinary General Meetings. All general meetings shall be held in the island of Ireland.

20. The Company may, whenever it thinks fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by written request of 50% of the current Members of the Company or at the request of a majority of the Board.

21. In case of any extraordinary general meeting called in pursuance of a requisition, no business other than that stated in the requisition as the object of the meeting shall be transacted.

NOTICE OF ANNUAL GENERAL MEETINGS & EXTRAORDINARY GENERAL MEETINGS

22. Twenty one days' notice in writing at least of every Annual General Meeting and of every meeting convened to pass a Special Resolution (exclusive in every case both of the day on which it is served or deemed to be served and of the day of which it is given) specifying the place, 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 (including the Auditors) as are under the Act entitled to receive such Notices from the Company; but with the consent of the Auditors and of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meeting other than Annual General Meeting, or meeting to pass a Special Resolution, a meeting may be convened by such Notice as those Members may think fit.

23. The accidental omission to give notice of a meeting to, or the non receipt of such notice by, any Member entitled to receive notice thereof shall not invalidate any Resolution passed, or proceeding at that meeting.

24. 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 50% of the Members who are entitled to vote present at the same time shall constitute a quorum.

25. If, within half an hour from the time appointed for the holding of a general meeting, a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or at such other

place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum.

- 26.** The President shall preside as chairman (“Chairman”) at every general meeting of the Company, or if there is no such Chairman either of the Vice Presidents or if neither of them are present within fifteen minutes after the time appointed for the holding of the meeting or both are unwilling to act, the Members present shall elect one of their number to be Chairman of the meeting.
- 27.** The Chairman 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 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 aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 28.** At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, and an entry to that effect in the minute book 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 that resolution.
- 29.** In the case of an equality of votes on a show of hands the chairman of the meeting shall be entitled to a second or casting vote.

VOTES OF MEMBERS

- 30.** All voting at a General Meeting of the Company shall be by way of a show of hands of those present and entitled to vote, save and except where the

Members shall elect the Elected Board Members which shall always be by way of a secret ballot.

- 31.** Subject as hereinafter provided, every Voting Member shall have one vote. In addition to the Members, at the Annual General Meeting, all Company Meetings and Extraordinary General Meetings the Members of the Board will have one vote each save in respect of election of new Board Members in which case they will not have a vote.
- 32.** Save as herein expressly provided, no Voting Member other than a Voting Member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of their membership, shall be entitled to vote on any question, at any general meeting.
- 33.** Votes may be given via one delegate of the Voting Member attending at meetings. No delegate shall be entitled to represent more than one Voting Member. Voting Members may nominate two delegates to attend at General Meetings but only one delegate shall have a vote. The identity of the voting delegate and the non-voting delegate must be communicated to the Company at the time requested by the Board. Non-Voting Members may nominate two delegates to attend at General Meetings but neither delegate shall have a vote.
- 34.** Voting by proxy shall not be allowed.
- 35.** The Members shall be responsible at Annual General Meeting every four years following Summer Paralympic Games for the election of the President, both positions of Vice President and Finance Officer (called the "Elected Board Members"). Candidates for the position of Finance Officer must have appropriate experience and/or qualifications in the areas of accountancy, audit and finance management. In the event that no suitably qualified candidates are nominated for this role at the relevant General Meeting the

Board shall be entitled to co-opt an appointee in accordance with Article 42. Candidates for the position of President must have served a term as a Board member previously in order to be capable of being nominated pursuant to the terms of Articles 36 to 38 to stand for election to the office of President

- 36.** Nominations for Elected Member positions on the Board must be submitted in writing to the Company Secretary at least twenty eight days before the Annual General Meeting.
- 37.** All such nominations must be submitted by or on behalf of a Member and Members may only nominate one candidate for each of the Elected Member positions.
- 38.** Nominees can only fill one Elected Member position at any one time.
- 39.** In the event that an Elected Board Member resigns or is removed from his/her position during his/her term of office the remaining Board Members shall be entitled to co-opt a replacement who shall fill the role temporarily until the next Annual General Meeting following the resignation/removal. At the next Annual General Meeting a replacement Elected Board Member shall be elected in accordance with the above provisions, save that their term of office will expire on the same date as the other Elected Board Members.

THE BOARD

- 40.** Until otherwise determined by a Company Meeting, the number of the members of the Board shall not be less than six or more than sixteen. The Board shall consist of eight roles and once filled these shall be the company directors of the Company from time to time. The roles on the Board shall be:

President

Vice Presidents (two positions)

Finance Officer

Athletes' Representative

Independent Directors (three positions)

- 41.** The role of Athletes Representative shall be nominated by the Athlete's Commission in accordance with Terms of Reference to be agreed by the Board on a quadrennial basis every four years following Summer Paralympic Games.
- 42.** The three positions of Independent Director shall be co-opted by the members of the Board as soon as practically possible following the election of the Elected Board Members.
- 43.** The Board may appoint any Irish person who has received the Paralympic Order from the IPC to be an Honorary Board Member either for life or for such other period as the Board may, at its discretion, think fit. Every Honorary Board Member shall be entitled to receive notice of and to attend and speak at every meeting of the Board. For the avoidance of doubt the Honorary Board Member is not a Director and as such does not have a right to vote at any Board meetings.
- 44.** The Board may appoint a retiring President to be an Honorary Board Member for a period of one year from the date of the Annual General Meeting on which that President retires from office until the date of the next Annual General Meeting taking place the following year.
- 45.** The Board shall hold at least 6 meetings per annum at which a quorum of two thirds of Board members (excluding any Honorary Board Member) must be present.
- 46.** The Board shall be responsible for the development of the Company and for creating strategies for the development of the Company. The Board shall be

responsible for overseeing the implementation of such strategies by the Chief Executive Officer.

47. All Members of the Board shall hold office for a period of 4 years but may be re-elected save for the restrictions set out in Article 48.

48. All Board members may only serve a maximum of two consecutive four year terms in any single officer position. Where any Board member has served for three consecutive terms in any combination of different officer positions, he/she may not serve as a Board member again until at least 4 years have elapsed since he/she last served. For the purposes of this Article, "year" means the period between the conclusion of one Company AGM and the conclusion of the next. The restriction on Board members having to resign from office after having served for three consecutive terms in any combination of different officer positions shall only come into effect from the 2017 Company AGM. Once so elected or appointed, the members of the Board will not:

- (a)** Be permitted to represent any Member at meetings or to vote on behalf of any Member
- (b)** Be a Board member of the executive/governing board of any Member of the Company
- (c)** Be permitted to be an employee of any Member

In the event of an Elected Board Member vacating the position during a four year term, or an Elected Board Member position is not filled for whatever reason, the Board shall be entitled to co-opt someone to fill the role until such time as the next Company Meeting at which the Members shall elect a replacement, whose term once elected shall conclude on the same date as the other Elected Members in place at the time of his or her election.

POWERS OF THE BOARD

49. The business of the Company shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company, as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations to these presents, to the provisions of the statutes for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

50. The Board shall be solely responsible for the ratification of teams for all IPC championship events and all Paralympic Games and development and review of the Membership Agreement.

51. The members for the time being of the Board may act notwithstanding any vacancy in their body; provided always that in case the members of the Board shall at any time be or be reduced in number less than 6, it shall be lawful for them to act as the Board for the purpose of solely of processing applications for membership of the Association, filling up vacancies in the Board, or of summoning a General Meeting, but not for any other purpose.

THE PRESIDENT

52. The duties of the President shall include (but not be limited to) liaising with the Chief Executive Officer on the day-to-day management of the Company and with Chief Executive Officer, the Company Secretary and any relevant committees on other matters as appropriate.

THE VICE PRESIDENTS

53. The Vice Presidents shall be persons with the necessary qualities and management skills and with the necessary dedication to the pursuance of the objects of the Company to assist the President in his/her duties and to act as a substitute for the President when he/she is unavailable to perform the duties of the President for whatever reason.

COMPANY SECRETARY

54. The Company Secretary shall be a person with the necessary organisational skills to act as Company Secretary. The Company Secretary's duties shall include keeping the register of Members up to date, keeping the statutory registers, books and records of the Company up to date, and making all statutory filings on behalf of the Company to the necessary authorities.

55. The Company Secretary shall be appointed by the Board from time to time for such term and upon such conditions as the Board thinks fit. Any Company Secretary so appointed may be removed by the Board at any time and the Company Secretary may resign from his/her position on giving notice in writing to the Board. The Company Secretary shall not be the same individual serving as the Chief Executive Officer.

CHIEF EXECUTIVE OFFICER / SECRETARY GENERAL

56. The Chief Executive Officer shall be employed or engaged by the Company on terms and conditions to be approved by the Board for such time, at such remuneration and upon such conditions as they may think fit, and any Chief Executive Officer so appointed may be removed by the Board subject to compliance with the appropriate employment laws. The Board may from time to time by resolution appoint an assistant or deputy Chief Executive Officer and any person so appointed may act in place of the Chief Executive Officer if there be no Chief Executive Officer or no Chief Executive Officer capable of acting.

57. The Chief Executive Officer shall be responsible for the day to day running of the Company subject to the provisions of the Act and shall report to the Board accordingly at its meetings and shall liaise with the President between Board Meetings.

58. The Chief Executive Officer shall act as Secretary General for the Company in relation to matters concerning the wider Paralympic movement.

THE SEAL

59. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two members of the Board, and the said members shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE BOARD

60. The office of a member of the Board shall be vacated if such a member:

- (a)** If he/she is bankrupt or he make any arrangements or composition with his/her creditors
- (b)** If he/she becomes of unsound mind
- (c)** If by three months' notice in writing to the Company he/she resigns his/her office
- (d)** If he/she becomes prohibited from being a member of the Board by reason of any order made under Part 14 of the Companies Act 2014.
- (e)** If he/she is removed from office by resolution duly passed by a majority of the Board members to resign

- (f)** If he/she is unable or unwilling to acknowledge in writing his total acceptance of the commitment to the objects of the Company; or
- (g)** If he/she without the consent of the Company in general meeting holds any other office or place or profit under the Company
- (h)** If he/she is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest manner required by Section 231 of the Companies Act 2014.

61. The Company may from time to time in General Meeting increase or reduce the number of members of the Board and may make the appointments necessary for effecting any such increase.

62. In addition and without prejudice to the provisions of Section 1198 of the Companies Act 2014, the Company may by Extraordinary Resolution remove any member of the Board before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead; but any person so appointed shall retain his/her office so only as the member in whose place his is appointed would have held the same if he/she had not been removed.

PROCEEDINGS OF THE BOARD

63. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Two thirds of the Board members shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. Board meetings can take place in any location nominated by the President and can also take place by way of teleconference or video conference if deemed necessary by the President. The Chief Executive Officer shall be required to attend at and contribute to Board Meetings but shall not have a vote at those meetings.

- 64.** A member of the Board may, and on the request of a member of the Board, the Company Secretary shall at any time, summon a meeting of the Board by notice served upon the several members of the Board.
- 65.** The chairman of the Board shall be the President (the “Chairman”) from time to time who shall be entitled to preside at all meetings of the Board at which he/she shall be present, but if at any meeting the Chairman be not present within thirty minutes after the time appointed for holding the meeting and willing to preside, either of the Vice Presidents shall chair the meeting, failing which the members of the Board present shall choose one of their number to be Chairman of the meeting. The Chairman may also at his/her discretion determine that another Board Member should chair a particular Board meeting, should the Chairman deem it appropriate given the subject matter of the particular Board meeting.
- 66.** A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretion by or under the regulations of the Company for the time being vested in the Board generally. The Board shall be entitled to introduce Bye-Laws, Policies and Regulations to better manage the activities, roles and responsibilities of Members provided however that any such Bye-Laws, Policies or Regulations cannot contradict or conflict with the provisions of the Memorandum and Articles of Association (and in which case the Memorandum and Articles of Association shall have precedence in all cases).
- 67.** The Board may delegate any of their powers to sub-committees consisting of such member or members of the Board as they think fit and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board

so far as applicable and so far as the same shall not be superceded by any regulations made by the Board

- 68.** All acts bona fide done by any meeting of the Board or sub-committee, or by any person acting as a member of the Board, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office or any such member or person acting be valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board.
- 69.** The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Company and the Board and of sub-Committees, and all business transacted at such meetings by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.
- 70.** A resolution in writing signed by 75% of the members for the time being of the Board or of any sub-committee who are entitled to receive notice of a meeting of the Board or of such sub-committee shall be valid, and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

ACCOUNTS

- 71.** The Board members shall cause proper books of account to be kept relating to:
- (a)** all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; and
 - (b)** all sales and purchases of goods by the Company; and
 - (c)** the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

- 72.** The books of accounts shall be kept at the office or at such other place as the Board members think fit, and shall at all reasonable times be open to the inspection of the Board members.
- 73.** The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions regulations the accounts and books of the Company or any of them shall be open to the inspection of members not be directors, and no member (not being a Board member) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Board members or by the Company in general meeting.
- 74.** The Board members shall from time to time cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required to be prepared and laid before the annual general meeting of the Company.
- 75.** A copy of the Annual Report and the Audited Financial Statements (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Board members report and auditors' report shall, not less than 21 days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Act to receive them.

AUDIT

- 76.** Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

77. Auditors shall be appointed and their duties regulated in accordance with the Companies Act 2014.

NOTICES

78. A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member as his registered address as appearing in the register of Members or by email to the address nominated by the Member to the Company Secretary.

79. Any Member described in the register of Members by an address not within the Republic of Ireland, who shall from time to time give the Company an address within the Republic of Ireland at which notice may be served upon him, shall be entitled to have notices served upon him at such address.

80. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

81. Clause 6 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

INSURANCE

82. The Board members of Paralympics Ireland shall be entitled to apply the income of the Company towards taking out indemnity insurance to protect themselves as Board members.

CONFIDENTIALITY

83. Without prejudice to its rights or duties at law, each Member shall treat all information relating to any other Member, the Company or the Board as strictly confidential and shall not communicate such information or any part thereof to any other person authority or organisation whatsoever.

INDEMNITY

84. Subject to section 235 of the Companies Act 2014 no Board member or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Board member or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same happens through his/her own dishonesty.

DISPUTES

85. All disputes arising out of or in connection with these Articles or any rules adopted pursuant to these Articles shall be referred to Just Sport Ireland for resolution by mediation in accordance with the Just Sport Ireland Mediation Rules. If the dispute remains unresolved at the conclusion of the mediation process, the dispute shall be referred to Just Sport Ireland for binding arbitration in accordance with the Just Sport Ireland Arbitration Rules. The arbitral award issued by JSI may be appealed exclusively by referral to the

Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, within 21 days from receipt of such arbitral award, for final and binding arbitration in accordance with the CAS Code of Sports-related Arbitration.