

**COMPANIES ACT 2014**

**COMPANY LIMITED BY GUARANTEE AND NOT**

**HAVING A SHARE CAPITAL**

**CONSTITUTION**

**OF**

**RUGBY LEAGUE ASSOCIATION OF IRELAND**

**COMPANY LIMITED BY GUARANTEE TRADING AS**

**RUGBY LEAGUE IRELAND**

AS AMENDED ON 24<sup>th</sup> September 2023 AT THE RLI EGM

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**RUGBY LEAGUE ASSOCIATION OF IRELAND COMPANY LIMITED BY GUARANTEE TRADING AS**  
**RUGBY LEAGUE IRELAND**

1. The name of the Company is Rugby League Association of Ireland, trading as Rugby League Ireland (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 rugby league in the island of 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 Rugby League 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 Rugby League for men and women of all ages and abilities;
  - (c) to strive to ensure that no gender, race, religious, political, disability or other kind of unfair discrimination is allowed in the sport of Rugby League in any form, and that all may participate in Rugby League, 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 endeavour to provide a positive and safe environment for all its members and participants;
  - (f) to cooperate and comply with the rules of the any relevant national and international governing bodies;
  - (g) To implement and manage national databases and systems of members;
  - (h) To obtain adequate and secure financial resources for the Company in order to promote the sport;
  - (i) To seek grants, sponsorship and other sources of revenue;
  - (j) To develop and implement high performance programs;

- (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 any competitions as per governing body requirements;
- (l) To authorize, at its discretion, members of teams and individuals who have been selected or approved to compete in international events;
- (m) 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 Rugby League;
- (n) 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
- (o) 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: -

- (a) to carry on any business which may be seen by the Company as capable of being conveniently carried on in connection with the above main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
- (b) to register and codify, publish and enforce standards of eligibility for membership of the Company;
- (c) 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;
- (d) 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;

- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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
- (k) 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 or member 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 the Income and Property clause hereof. 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. 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.

**ANNUAL ACCOUNTS**

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

**ADDITIONS, ALTERATIONS OR AMENDMENTS**

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:

<b>The Act</b>	means the Companies Act 2014;
<b>Affiliated Club</b>	means a club recognised as being affiliated to the Company as set out in Article 3 below
<b>Articles</b>	means these articles of association of the Company as amended from time to time;
<b>Board</b>	means the group of persons elected or appointed under these Articles to manage the affairs of the Company as a board from time to time and provided a quorum be present all things done thereby shall be deemed to have been done by the Board.
<b>Board Member</b>	means a Director (incl. Independent Director) or Officer of the Company
<b>Body of Affiliated Match Officials</b>	means the category of match officials as described in Article 4 below
<b>Body of Affiliated Coaches</b>	means the category of coaches as described in Article 5 below
<b>Chair</b>	means the Chair of the Board nominated in accordance with these Regulations
<b>Clear Days</b>	means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is stated to take effect.
<b>Club Member</b>	means a member of an Affiliated Club as set out in Article 8 below
<b>Committee</b>	means any committee or sub-committee established by the Board
<b>Company</b>	means Rugby League Ireland and its Members
<b>Connected Person</b>	means any Member or a person who has held an influential position within the Company within the past 3 years.
<b>Constitution</b>	means this document, as adopted by the Company at general meeting
<b>Delegate</b>	means the following persons;  (i) a Club Member of an Affiliated Club duly appointed by that Affiliated Club to represent it at a Company general meeting; (ii) a Match Official duly appointed by the Body of Affiliated Match Officials to represent it at a Company general meeting; (iii) a coach duly appointed by the Body of Affiliated Coaches to

represent it at a Company general meeting.

For clarity, any person who has not paid their Membership Fee by 31 March shall not be entitled to act as a Delegate for the calendar year.

<b>Junior Level</b>	means an Affiliated Club competing and operating at any level under 19 in Ireland, as defined and amended from time to time by International Rugby League
<b>Senior Level</b>	means an Affiliated Club operating and competing at all age groups above Junior Level, as defined and amended from time to time by International Rugby League
<b>International Bodies</b>	means International Rugby League, the international governing body of the sport of Rugby League and any other associated or recognised international rugby league governing bodies.
<b>Ireland</b>	means the island of Ireland. The Company is an all-island body encompassing all four provinces of Ireland
<b>Independent Officer</b>	means persons external to the Company appointed to the Board as set out in Article 52
<b>Match</b>	means any rugby league match approved, sanctioned or recognised by Rugby League Ireland
<b>Match Official</b>	means any of the following officiating at a Match: (a) referee; (b) touch judge; (c) in-goal judge; (d) interchange official (e) fourth official/reserve referee; (f) match commissioner; (g) video referee.
<b>Member</b>	means a member of the Company who falls into any of the categories outlined 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.
<b>Membership Fee</b>	means the annual fee paid by each category of member to the Company as set out in Article 3
<b>Member Representative Officer</b>	means an appointed Board member as set out in Article 51
<b>Register of Members</b>	means a register of all members of the Company, as monitored and maintained by the Company
<b>Officers</b>	means the directors for the time being of the Company and includes any person occupying the position of Director by whatsoever name called

<b>Official</b>	means a natural person who is elected or appointed to serve in any official capacity for the Company or an Affiliated Club;
<b>Regulations</b>	means the regulations set forth in these Articles;
<b>Rules</b>	means the uniform rules and regulations (including policies and bye-laws) governing the operation and management of rugby league in Ireland drawn up by the Board and as amended from time to time by the Board;
<b>Secretary</b>	means any person appointed to perform the duties of the company secretary
<b>Voting Member</b>	has the meaning set out in Article 2
<b>Non-Voting Member</b>	has the meaning set out in Article 2

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

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**

1. The number of Members of the Company is unlimited. All members are bound by the Constitution and Rules of the Company
  
2. The Company shall consist of the following categories of members:
  - a) Voting Members, comprised of:
    - (i) Affiliated Clubs
    - (ii) Body of Affiliated Match Officials
    - (iii) Body of Affiliated Coaches
  
  - b) Non-Voting Members comprised of:
    - (i) Club Members
    - (ii) Social and Overseas Members

No Member under the age of 18 shall be entitled to vote.

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 or Overseas Member, thereby paying a membership fee to the Company to the extent a membership fee applies.

### **Affiliated Club**

3. A club wishing to be affiliated to the Company, shall:
  - a) be constituted to promote and develop the activity of Rugby League in Ireland;
  - b) have an Executive Committee consisting of a Chair, Secretary, Treasurer and meet any other compliance, governance and financial requirements as determined by Sport Ireland or the Board;
  - c) have satisfied the Board that,
    - (i) it operates and competes at either (or both) of Junior Level and Senior Level;
    - (ii) it has a validly adopted Constitution in a form prescribed by the Company and demonstrating common objects of the Company;
    - (iii) its financial affairs are in order;
  - d) have received approval from the Board to affiliate, which approval shall be reviewed on an annual basis by the Board;
  - e) be in good standing with the Company;
  - f) have paid an annual Membership Fee as determined by the Company from time to time on or before the first quarter of every year.

For clarity, any Affiliated Club that has not paid their annual Membership Fee by the end of the first quarter of the relevant year shall not be considered affiliated and therefore shall not have any voting rights for that calendar year at any Company meeting. Any Member must pay an annual Membership Fee as determined and in accordance with the Rules of the Company.

### **Body of Affiliated Match Officials**

4. The Body of Affiliated Match Officials is a body of registered Match Officials recognised by the Board, as representing the Match Officials of the Sport in Ireland and who have complied with any registration requirements (as determined by the Company) on or before quarter one every year. For clarity, any Match Official that has not, in the view of the Board, complied with qualification and/or registration requirements shall not be considered as part of the Body of Affiliated Match 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.

### **5. Body of Affiliated Coaches**

The Body of Affiliated Coaches is a body of registered coaches recognised by the Board, as representing the coaches of the Sport in Ireland and who have complied with any registration requirements (as determined by the Board) on or before quarter one every year. For clarity, any coach that has not, in the view of the Board, complied with qualification and/or registration requirements shall not be considered as part of the Body of Affiliated Coaches 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 delegates to attend and vote on its behalf at Company general meetings as follows:

- (i) An Affiliated Club that operates and competes at both Junior and Senior Levels (as determined by the Board), can nominate two (2) Delegates;
- (ii) Affiliated Clubs that operate at Junior Level only or Senior Level only (as determined by the Board) can nominate one (1) Delegate;
- (iii) The Body of Affiliated Match Officials can nominate one (1) Delegate (iv) The Body of Affiliated Coaches can nominate one (1) Delegate;

provided always those Delegate nominations are communicated to the Board in a form prescribed by the Board in advance of the relevant general meeting.

- c) 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, Social or Overseas Members.

#### **Club Member**

8. A Club Member is a registered member of an Affiliated Club who has paid his Membership Fee in accordance with Article 3 herein. Club Members shall have the following rights only:

- a) the right to compete at all Rugby League 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;
  - (i) if attending the general meeting as a Delegate duly elected; or
  - (ii) if granted permission to speak by the Chair
- 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 skillsets and 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 Affiliated Clubs on behalf of Club Members shall have the right to vote at general meetings of the Company.

#### **Social and Overseas Members**

9. Social and Overseas 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 Rules; 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.
  - e) are not required to reside in Ireland.
10. Every member and Affiliated Club is bound by and must submit to the Articles and Rules of the

Company. Where applicable, it shall be the responsibility of each Affiliated Club to bring the Rules and these Regulations to the attention of the Club Members in the Affiliated Club. All members shall pay the appropriate subscriptions set by the Board. This sum shall be determined by the Company as they see fit.

11. The Board may establish in the Rules any further conditions or requirements of Voting and Non-Voting Members 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 application form via the centralised membership system as determined from time to time by the Company;
  - b) the annual Membership Fee, as determined by the Company;
  - c) a formal undertaking to observe and abide by the Constitution and the Rules of the Company as well as rules of competition and all the procedures, requirements, and other rules of Sport Ireland and International Bodies;
  - 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 overarching approval by the Company.
14. If the applicant is accepted for Membership, then on receipt from the applicant of the amount of the Membership Fee, the applicant's name and other details as set out in the Rules shall be entered in the Register of Members.
15. There shall be an annual Membership Fee (which the Company may, at AGM, determine for each membership category) and this shall be paid before 31 March 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.
18. A Member shall cease to be a member of the Company 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 not less than 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 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) A determination is made to terminate his/her membership in accordance with 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 an Affiliated Club or any category of Member failing to comply with or failing to enforce any measure or requirement (including any disciplinary measure) prescribed by the Board, the Company (in general meeting) or any Official, the Affiliated Club / Member shall be liable to be disaffiliated from the Company in accordance with the relevant procedures and Rules.

### **GENERAL MEETINGS**

23. The Company shall hold an Annual General Meeting (AGM) by the end of the third quarter 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.
    - i All voting members who raise a motion for EGM must confirm as such in written correspondence or digital signature as the co-sponsors of the motion, to ensure integrity in the submission of the motion
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 the provisions of this Constitution. An EGM shall be held on such date and at such time and venue as determined by the Board.
26. All EGMS raised will be for one motion only. If one or more similar motion exists, they shall not be combined but should be called as separate EGMs, if required.
27. All relevant paperwork including but not limited to agenda, nominations, financial reports, and motions be circulated to clubs no later than 7 clear days in advance of the meeting.

### **NOTICE OF GENERAL MEETING**

27. 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.

28. 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 electronically and if sent electronically, it will be deemed delivered at the time sent.
29. 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.
30. The venue of a general meeting shall be determined by the Board. In the event a venue for a general meeting becomes unavailable, the Board may change that venue by giving as much notice as is reasonably practical in the circumstances. For the avoidance of doubt, a general meeting may be held by video conference or other electronic means at the discretion of the Board.

#### **PROCEEDINGS AT GENERAL MEETINGS**

31. 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.
32. 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 50% of the Voting Members present and entitled to vote shall be a quorum. For the avoidance of doubt, present in person shall include being present in any virtual or electronic setting specified in the notice of that general meeting.
33. 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.
34. The Chairperson 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.
35. 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.

36. 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.
37. 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 provided always that it is a lawful resolution.
38. Any motion, other than a motion from the Board, whether to amend the memorandum of association of the Company, these Articles, Rules or on any other topic, shall be notified to the Board in writing not less than forty (40) Clear Days before the date for holding the general meeting. Each such motion shall deal with one subject only.
39. 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 report on the current financial status of the Company including disclosing all liabilities arising;
  - e) To confirm the election of the Chairperson if appropriate;
  - f) To elect or re-elect the Directors if appropriate;
  - g) To confirm the appointment of Auditors;
  - h) To decide on any resolution which may have been submitted to the meeting in accordance with these Regulations;
  - i) To notify members of any new members; and
  - j) To transact any other business of which due notice has been given.

#### **VOTING AT GENERAL MEETINGS**

40. 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.
41. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands. This can be done electronically, subject to the direction of the Chair of the meeting.
42. Each Delegate will have one (1) vote.
43. For clarity, Affiliated Clubs who comply with the requirements per clause 3 above shall be entitled to vote.
44. There shall be no voting by proxy.

45. There shall be no postal vote accepted at General meetings.
46. No members of the Board shall represent their own member club as a voting delegate.
47. A declaration by the Chair (or person appointed in the Chair's place) 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.
48. Where there is an equality of votes the Chair of the said meeting shall be entitled to a casting vote provided there is no actual or perceived conflict of interest. In the event the Chair is conflicted, an Independent Officer or independent Member present and not conflicted (as agreed by Delegates) shall have the casting vote.

### **THE BOARD**

49. The Board shares collective responsibility for the overall operation of the Company as a whole including the strategy, values, governance, policy and compliance requirements of the Company.
50. The following Officer positions are hereby created by these Articles:
  - a) The Chairperson.
  - b) The Treasurer.
  - c) The Secretary.
  - d) A maximum of three Member Representative Officers.
  - e) A maximum of three Independent Officers. The Board shall have the power to co-opt up to four (4) additional directors to complement 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.
51. Unless otherwise determined by ordinary resolution the number of Board members shall not be more than ten (10) and never at any time be less than five (5), provided always that a maximum of six (6) Members can sit on the Board at any one time.
52. The maximum number of Board members at any given time from the one Affiliated Club shall be three (3).
53. The Board shall, to the extent possible, strive to ensure that at least 30% of the Board is female.
54. Notwithstanding the collective responsibility of the Board, each individual Board member shall have specific roles including the following:

### **Chairperson**

55. The Chairperson 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 good governance, compliance, financial responsibility and the sport of rugby league.

### **Treasurer**

56. 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. The Treasurer shall sit on any financial sub-committee established by the Board and shall report to the Board.

### **Secretary**

57. 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**

58. The Member Representative Officers shall be Members of the Company with the necessary qualities and experience to oversee the strategic goals and represent the broad membership base of the Company. Their primary duty is to monitor and oversee the interests, strategy and values of the Company as a whole, and to fulfil officer roles from time to time as appointed by the Board. Member Representative Officers will oversee and promote governance and compliance requirements within the clubs.

### **Independent Officers**

59. 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 of the Company nor shall they be a Connected Person.

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

60. Subject to the provisions of Article 54, a person appointed to the Board shall occupy that position for a term of two years or until he/she 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.

- 61. The maximum number of consecutive Terms a Board member may serve is three.
- 62. As soon as this Constitution is adopted at AGM (the Adopting AGM), all existing Board members shall stand down and no previous term of office for such members shall be considered for the purposes of these Articles. For the avoidance of doubt, this is a transitional provision that shall only apply once. At that Adopting AGM, the Officers shall be elected for a two-year term.
- 63. 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.
- 64. At every second Company AGM following the Adopting 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, 2 Board members (one of whom shall be the Chair, Secretary or Treasurer) shall not so retire in order ensure continuity of office and also to comply with the Companies Acts.
  - a An independent director cannot be considered as a director for the process of ensuring the board has at least two directors retained in compliance with the companies act.
- 65. For persons that became directors on the same day, those who shall retire will (unless they otherwise agree amongst themselves) be determined by lot, subject always to the Board being cognisant of and complying with the Board skillset requirements.
- 66. Where any Board member has served for three terms consecutively, he or she shall be one of the retiring directors at the next 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.
- 67. 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.
- 68. The directors shall delegate such roles and responsibilities to individual directors as they see fit from time to time.

#### **ELECTION PROCEDURES**

- 69. Directors (apart from Independent Officers) must be nominated by any member of the Company.
- 70. 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.
- 71. Officers shall be elected by a simple majority of the Delegates 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.
- 72. Each Delegate will have one vote for the election of each position.

73. A person may hold only one office at any one time.
74. The order of elections at Annual General Meeting is:
  - (i) Chairperson
  - (ii) Secretary
  - (iii) Treasurer
  - (iv) Up to Three Member Representative Officers
75. 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
76. The election of all positions will be by simple majority.

#### **BOARD MEETINGS**

77. The Board shall meet at least once every six weeks 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.
78. The Chairperson, 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.
79. 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.
80. 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.
81. 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.
82. 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.
83. 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.

84. Board Members acknowledge the responsibility to Members and to the Company to act with decorum at Board meetings and always in the best interests of the Company and to refrain from circulating any confidential information and/or personalising issues that arise at Board level.

## **POWERS AND DUTIES OF THE BOARD**

85. 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.

86. 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 listing all outstanding liabilities, all supporting documentation 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 complying with governance, compliance and ethical procedures;
- 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 Rules of the Company.

87. The Board shall determine the rules, levies and all other provisions made to all subcommittees.

88. 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.

89. 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.

90. 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 Subcommittees 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.

91. 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.

#### **DELEGATION OF THE BOARD POWERS AND COMMITTEES**

- 92. The Board may delegate any of its functions to Committees. Any Committee so formed shall 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.
- 93. 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.
- 94. The Chairperson, Treasurer and Secretary shall be *ex officio* members of all Committees.
- 95. 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.
- 96. 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**

- 97. 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.
- 98. 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.

99. 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**

100. No remuneration shall be payable under any circumstances to any of the Directors or any Connected Person in respect of services to the Company including services as Director, or on any Committee of the Board to which the Directors may delegate powers, or otherwise in connection with the discharge of their duties. The Directors have fiduciary duties to the Company and will always act in the best interests of the Company as a whole.

## **DISQUALIFICATION OF MEMBERS FROM THE BOARD**

101. No person may hold or continue to hold a position on the Board if he/she:

- a) Is adjudged bankrupt or makes any arrangement or composition with his creditors generally,
- b) Becomes of unsound mind
- c) Resigns his/her office by notice in writing to the Board
- d) Is convicted of an indictable offence other than an offence under the Road Traffic Acts unless the Board otherwise determines.
- e) If he is appointed to a position of employment within the Company.
- f) The Board may remove a Board Member who:
  - (i) has missed three consecutive Board Meetings;
  - (ii) is subject to a resolution passed by 75% of Board Members to remove him/her for failure to adhere to the Rules and/or standards of good governance;
  - (iii) provided always that in (i) and (ii) the Board member who is purportedly removed is given the opportunity to address the Board in advance of any such removal or resolution;
- g) A Board Member may be removed by Ordinary Resolution passed at a General Meeting of the Company;
- 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.
- i) By a vote of no confidence (VONC), invoked by the members, via a requested EGM.
  - (i) A successful vote will require 75% of members to vote the motion (special resolution) through and if successful the board member will be obliged to stand down from their position on the board

- (ii) If a vote is unsuccessful then no further vote can be called against that board member during their current term of office on this subject.
- (iii) If after a vote is completed and new evidence is found which is found to be of sufficient nature to demonstrate a clear breach of integrity by the defendant then the board shall inform the members of the breach, suspend the defendant and carry out an investigation and invoke to remove the defendant from the board if the findings determine a breach.

## **THE SEAL**

60. 102. 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**

103. 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;
- d. Compliance with any relevant Sport Ireland requirements.

The books of account shall be kept at the registered office or the place of business of the Company.

## **AUDIT**

104. 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.

105. Auditors shall be appointed, and their duties regulated in accordance with Chapters 18 to 21 of the Act.

## **BYE-LAWS**

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

108. 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**

109. 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.
110. No member other than a member entitled to vote at a meeting shall be entitled to receive notice of any meeting of the Company.

## **ELECTRONIC COMMUNICATION**

111. Notwithstanding any other provision of these Articles, whenever any person (including without limitation the Company, a Director, the Secretary, any officer of the Company, a Member or any other person) is required or permitted by these Articles or otherwise to give or receive information in writing such information may be given or received in electronic form, whether as an electronic communication or otherwise in such manner or form and subject to such terms, conditions or restrictions as the Directors may, subject to the Acts, determine or approve from time to time in their absolute discretion.

## **INDEMNITY**

112. Every member of the Board or other Officer of the Company, or any of the officers of other such Subcommittees' 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**

113. 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 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. This shall include without limitation any dispute arising out of, under or in connection with the legality of any decision made or procedure used by the Company or any part of it. Any disputes that arise at international level shall be resolved in accordance with any applicable international rules governing that international event, to the extent those rules exist and apply to the exclusion of any of the Company's Rules or Regulations.
114. 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.

115. 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.
116. The effect of this Article is to prohibit any party to such dispute or difference from commencing legal proceedings before the Courts.

## **DISCIPLINARY MATTERS**

117. The Board shall have the power at any time on its own motion, to suspend any category of member, 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 rugby league 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 Company event or activity.
118. 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.
119. The Board may suspend the Membership of any person or body pending the outcome of any investigation process.
120. 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**

121. 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.

## **SAFEGUARDING**

122. The Company is fully committed to safeguarding the wellbeing of Members, Affiliates, spectators and followers all children/minors involved in or around rugby league. Every Member should, at all times, show respect and understanding for their rights and safety and the rights and safety of all other persons and conduct themselves in a manner that reflects the principles of the Company. In particular, the Company subscribes to the guidelines contained in the Code of Ethics and Good Practice for Children's Sport in Ireland and Members should comply with all relevant safeguarding law and legislation for both the Republic of Ireland and Northern Ireland and comply with the requirements of the Children First Act 2015 (as amended).

123. One of the founding principles of the Company is to promote the welfare of the young and vulnerable people involved in rugby league. The Company is committed to providing a safe environment that will allow participants to perform to the best of their ability, free from bullying, intimidation and abuse.