

COMPANIES ACT, 2014

FORM OF CONSTITUTION OF COMPANY LIMITED BY GUARANTEE

CONSTITUTION

- OF -

IRISH LAWN BOWLS ASSOCIATION

(the “**Company**” or the “**Association**”)

MEMORANDUM OF ASSOCIATION

1. **NAME**

The name of the Company (hereinafter referred to as the Association) is –

“IRISH LAWN BOWLS ASSOCIATION”

2. **COMPANY LIMITED BY GUARANTEE**

The Association is a company limited by guarantee and not having a share capital registered under Part 18 of the Companies Act 2014 (the “Act”).

3. **OBJECTS**

The main object for which the Association is established is:

To govern, promote, develop, organise and safeguard the amateur sport of lawn bowls in the Republic of Ireland played on grass or synthetic surfaces.

Subsidiary Objects

In pursuance of the above principal object, the Association shall have the following subsidiary objects:

- (a) To regulate the sport of lawn bowls nationally in accordance with the laws of World Bowls;
- (b) To prescribe such rules as it may see fit to regulate and promote the sport of lawn bowls for men and women of all ages and abilities;
- (c) To strive to ensure that no gender, race, religious, political or other kind of unfair discrimination is allowed in lawn bowls of any form, and that all may participate in lawn bowls, at all levels.
- (d) To promote the sport of lawn bowls throughout Republic of Ireland in a manner which encourages equal opportunity to participate irrespective of age, marital status, sexual orientation, racial group, religious belief, political opinion, disability or other grouping and to require its Affiliated Clubs to provide full equality of opportunity.
- (e) To take all steps that may be necessary to supervise and enforce the obligations, under the Rules and Constitution, of Members, competitors, coaches and organisations or persons in any way connected with the objectives of the Association.
- (f) To endeavour to provide a positive and safe environment for all its members.
- (g) To implement and manage national databases and systems of members and officials.
- (h) To obtain adequate and secure financial resources for lawn bowls in the Republic of Ireland.
- (i) To give instruction in the amateur sport of lawn bowls to employ coaches and/or a high-performance director, promote and arrange courses of instruction, demonstrations, exhibits, competitions and to grant awards, prizes and subsidies for same and to assist other principal provincial or local associations or clubs having like objects as affiliates; to promote and develop the bowling greens and facilities within the State.
- (j) To ensure that the Association remains a completely autonomous and independent body and shall resist all political, religious or commercial pressures.
- (k) To develop and implement high performance programs for Playing Members of the Association; and
- (l) To represent the interests of the sport of lawn bowls as the official National Governing Body recognised by Sport Ireland and in affiliation with the Irish Bowling Association, the Irish Women's Bowling Association and the Federation of Irish Sport.

4. POWERS OF THE ASSOCIATION

- (a) To receive from any person or body moneys for the purposes of furthering the objects of the Association.
- (b) To invest the moneys of the Association on instant access or term deposits as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being, be imposed or required by laws and subject also as hereinafter provided. Should the Officers wish to invest moneys of

the Association in assets other than instant access or term deposit accounts, prior approval must be sought from Council.

- (c) To remunerate any company, firm or persons (including an independent director) for services rendered to or on behalf of the Association including the costs and expenses of incorporation.
- (d) To purchase, take lease, or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association thinks necessary or convenient for the attainment or advancement of any of its objects and to construct or maintain or alter any buildings or erections necessary or convenient for the work of the Association.
- (e) To sell, let, mortgage, dispose of, or turn to account, all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its main object.
- (f) For the purposes aforesaid to acquire, hold, deal with, manage, direct the management of, sell, exchange, mortgage, charge, dispose of, grant, register or otherwise turn to account any right or interest in, over or upon any property of any kind whatsoever and in particular any copyrights, designs, trademarks, patents, licences, franchises, concessions and the like (or rights in respect thereof) conferring a right of use of any secret or other information and/or any film, video, television or broadcasting rights which may seem capable of being used for any of the purposes of the Association and to use, exercise, develop, grant licences in respect of or otherwise turn to account any rights and information so acquired; and also to undertake any kind of trade, business or activity for the purpose of promoting, advancing or protecting the interests of persons or bodies engaged in the sport of lawn bowls.
- (g) Subject to Council approval, to borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (h) To do or make any other acts and things which in the opinion of the Association may be conducive or incidental to the main object of the Association.
- (i) To observe and comply with the laws of World Bowls.
- (j) The Association shall not support with its funds or procure to be observed by its Members or other any regulation or restrictions which would if such were an object of the Association make it a trade union.
- (k) The objects specified in different paragraphs of this Clause shall not except where the context expressly so requires be in anywise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Association but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent company.

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 Association, shall be deemed to include any person or partnership or other body of persons, whether incorporated or unincorporated, and whether domiciled in the Republic of 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 way restricted by reference to or interference from the terms of any other paragraph or the name of the Association.

5. **INCOME AND PROPERTY**

The income and property of the Association whence so ever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Association PROVIDED that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association or to any Member of the Association in return for any services actually rendered to the Association nor prevent the payment of interest at a rate not exceeding 5% at a reasonable and proper rate per annum on money lent or reasonable and proper rent for premises demised or let by any Member to the Association but that no Management Committee Officer shall be appointed to any salaried office of the Association or any office of the Association paid by fees and that no remuneration or benefit in money or money's worth shall be given by the Association to any Management Committee Officer (with the exception of Independent Officers who may be paid upon Council approval) except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent from the premises demised or let and provided that the restrictions as to rent or interest herein shall not apply to any payment to any company of which a Management Committee Officer may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect on any such payment.

6. **WINDING UP**

- (a) Every Management Committee Officer undertakes to contribute to the assets of the Association in the event of its being wound up while he/she is in office, or within one year afterwards for payment of the debts and liabilities of the Association contracted before he/she ceases to be an Officer, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding €1.
- (b) If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Association but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distributions of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 5 and Clause 7(b) hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, and if and so far as affect cannot be given to such provision, then to some charitable object.

7. **REVENUE COMMISSIONERS**

At any time while the Association is granted charitable status or a games and sports tax exemption from the Revenue Commissioners, the following provisions shall apply:

- (a) No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Article of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Office of the Revenue Commissioners.
- (b) Annual accounts shall be kept and made available to the Revenue Commissioners on request.

8. **LIABILITY LIMITED**

The liability of the Officers is limited.

ARTICLES OF ASSOCIATION

INTERPRETATION

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

1.1 **Definition:** In these Regulations:

“the Act” means the Companies Act, 2014;

“Affiliated Club” means a club or organisation recognised as being affiliated to the Association as set out in Article 4;

“Affiliated Organisation” means the Umpires Association, Coaches Association and All-Weather Bowling Association.

“Articles” means these Articles of Association of the Company as amended from time to time.

“Association” means this Company: Irish Lawn Bowls Association (ILBA).

“Bye-Laws and Rules” means the Rules, Procedures, Policies, Rules and Bylaws for the time being adopted by the Association that govern the operation and management of the sport in the Republic of Ireland, subject to Council approval.

“Committee” means any committee or sub-committee established by the Management Committee.

“Company” means Irish Lawn Bowls Association Company Limited by Guarantee.

“Connected Person” means a spouse, parent, guardian, brother, sister or child of a Officer.

“Constitution of the Association” shall mean the Memorandum and Articles from time to time of the Association.

“Council” means the supreme authority of the Association and consists of two Delegates, preferably one male Delegate and one female Delegate, from Affiliated Clubs and one Delegate from an Affiliated Organisation.

“Delegate” means a Member of an Affiliated Club duly appointed by that Affiliated Club or organisation to represent the Affiliated Club in all ILBA activities.

“Honorary Member” means a person honoured by the Association in recognition of their work dedicated to the sport of lawn bowls.

“Independent Officers” means persons external to the Association appointed to the Management Committee as set out in Article 51,

“Management Committee” means the Management Committee Officers elected or appointed under these Articles to manage the day to day operations of the Association and provided a quorum is present all things done thereby shall be deemed to have been done by the Management Committee (for the purposes of the Act, the Management Committee is the Board of Directors of the Association);

“Member” means an Affiliated Club of the Association;

“Membership Fee” means the annual registration fee paid by the Affiliated Club to register their member as a playing member of the ILBA;

“Officers” means an officer of the Management Committee, being the President, Vice-President, General Secretary, Assistant General Secretary / Data Protection Officer, Treasurer, Competition Secretary, League Secretary, Development Officer, National Children’s Officer and Independent Officer of the Association that may be appointed by the passing of a vote by Delegates at an Annual General Meeting or Emergency General Meeting;

“Playing Member” means a person who is registered by an Affiliated Club and for whom the annual registration fee is paid;

“Presidential Rota System” means the annual rotating system for nominating the Association’s President, as detailed on the ILBA website;

“Recognised Club” means a club promoting lawn bowls which is for the time being recognised by the Management Committee pursuant to the provisions hereof;

“Registration Fee” means the annual affiliation fee paid by each Affiliated Club to the Association as set out in Article 4;

“General Secretary” shall mean any person appointed to perform the duties of the Company Secretary of the Association;

“the Office” means the registered office for the time being of the Association;

“The Seal” means the Common Seal of the Association;

“The Sport” means the sport of lawn bowls;

“World Bowls” means the international governing body for the sport of lawn bowls.

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 Association. Words in the singular include the plural and vice versa and words in one gender include any other gender.

MEMBERSHIP

2. The Association shall consist of the following categories of members:

- a) Affiliated Clubs;
- b) Playing Members; and

c) Honorary Members.

3. Annual Registration Fees must be paid by Affiliated Clubs to the Association by 1 February of the year preceding the Membership Year.

Affiliated Club or Organisation

4. A club or organisation wishing to be affiliated to the Association shall:
- a) be constituted to promote and develop the activity of lawn bowls in the Republic of Ireland.
 - b) have a committee consisting of at least a Chair, Secretary, and Treasurer.
 - c) have appointed a Child Protection Officer.
 - d) have submitted to the Association, evidence of a validly adopted Constitution demonstrating common objects of the Association.
 - e) Have paid an annual Registration Fee as determined by the Association from time to time in accordance with Clause 3 above.

For clarity, any Affiliated Club that has not paid their annual Registration Fee in accordance with Clause 3, shall not be considered affiliated and shall be subject to any relevant rules in relation to non-affiliation as determined by the Association from time to time.

Playing Member

5. A Playing Member has paid his/her Membership Fee to his/her Affiliated Club. Playing Members shall have the following rights, in addition to any rights documented in the Rules:
- a). eligibility to compete at all competitions held by, sanctioned by, or under the auspices of the Association subject to compliance with the relevant rules of the competition.
 - b). the right to be nominated to stand for election to any office of the Association, subject to compliance with any procedures prescribed by the Association.
 - c). subject to compliance with the applicable standing orders and procedures of the Association and only if they are a nominated Delegate of an Affiliated Club.
 - (i) the right to notice of, and to attend at, general meetings of the Association.
 - (ii) the right to speak at general meetings of the Association; and
 - (iii) the right to vote at general meetings of the Association.

6. Honorary Member

Affiliated Clubs shall have the power to nominate as an Honorary Member of the Association anyone whose position amongst bowlers or whose services in the interests of the game are such that, in that Affiliated Club's opinion, entitle the Honorary Member to that distinction.

An Honorary Member is a registered member of an Affiliated Club who is deemed to have paid his/her Membership Fee for life and is therefore not required to pay any further Membership Fees.

Honorary Members shall have the following rights, in addition to any rights documented in the Rules:

- a). the right to compete at all competitions held by, sanctioned by, or under the auspices of the Association subject to compliance with the relevant rules of the competition.
- b). subject to compliance with the applicable standing orders and procedures of the Association.
 - (i) the right to notice of, and to attend general meetings of the Association.
 - (ii) the right to speak at general meetings of the Association; and
 - (iii) the right to be nominated to stand for election to any office of the Association, subject to compliance with any procedures prescribed by the Association.

An Honorary Member shall not be entitled to vote at general meetings, unless they are present as a Delegate.

General

7. Every Playing Member and Honorary Member is bound by and must submit to the Articles, Byelaws and Regulations of the Association. Where applicable, it shall be the responsibility of each Affiliated Club to bring the Byelaws and Regulations to the attention of its Playing Members and Honorary Members. All Affiliated Clubs shall pay the appropriate subscriptions set by Council.

8. The Management Committee may propose in the Rules or Byelaws any further conditions or requirements of Voting and Non-Voting Members as it deems appropriate, subject to approval at the next General Meeting.

Application and Cessation of Membership

9. Every club or organisation seeking affiliation of the Association shall apply by submitting the following to the Management Committee:

- a. ILBA Registration Application Form.
- b. The annual Registration Fee, as determined by Council as they see fit.
- c. Any other requirements as prescribed in these Articles or Rules of the Association.

10. Every application shall in all cases be subject to the approval by the Management Committee.

11. The Management Committee cannot resolve to remove any existing Affiliated Club on disciplinary or complaint grounds, until the process set out in the Association's Complaints and Disciplinary procedures has been exhausted.

12. Membership shall be personal to the Affiliated Club and shall not be transferable or transmissible by any act of the Affiliated Club or by operation of law.

13. Membership shall cease automatically upon the Affiliated Club's dissolution.

- 14 . An Affiliated Club shall cease to be a member of the Association if:
- a) . The Affiliated Club Secretary submits a notice in writing resigning from membership to the General Secretary of the Association.
 - b) . The Association expels the Affiliated Club by a resolution passed by two thirds majority of the Delegates present and entitled to vote at any special or extraordinary general meeting of the Association and where the Affiliated Clubs have been given prior notice in writing thereof.
 - c) . The Affiliated Club fails to pay the Registration Fee in accordance with clause 3 herein where applicable, unless good reason for default can be shown. The Management Committee shall have the sole and final discretion in deciding if a reason shown by an Affiliated Club shall be deemed to be a "good reason".
 - d) . A determination is made to terminate the Affiliated Club's membership in accordance with the Complaints & Disciplinary Procedures as set out in these Articles or other Rules.

15 . Cessation of Membership howsoever occurring shall not entitle the Affiliated Club to repayment of the whole or any part of any contribution or subscription previously paid by him and shall be without prejudice to the Affiliated Club's liability to pay any contribution or subscription which has become due and payable before such cessation.

16 . Every Affiliated Club shall further, to the best of its ability the objects, interests and influence of the Association.

17 . Affiliated Clubs shall keep an accurate and up to date register of Playing and Honorary Members and provide this register to the Association on an annual basis.

18 . In the event of an Affiliated Club failing to comply with or failing to enforce any measure (including any disciplinary measure) prescribed by the Management Committee, the Disciplinary and Complaints Committee and/or the Association in general meeting, the Affiliated Club shall be liable to be disaffiliated from the Association in accordance with the relevant procedures the Rules or any byelaws or standing orders.

GENERAL MEETINGS

19 . The Association shall hold an Annual General Meeting (**AGM**) in each year between the months of January and February and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Association and that of the next. The AGM shall be held at a time and place as the Management Committee shall decide.

20 . The Association may also hold extraordinary general meetings (**EGM**) which shall be so described when notified to the members. The Management Committee shall convene an EGM where:

- a) a resolution to convene an EGM is passed at the preceding AGM;
- b) the Management Committee resolves to convene such a meeting; or

- c) Delegates who represent 20% of the voting rights of all Delegates entitled to vote at AGMs and EGMs submit a written requisition to the Management Committee for the holding of such a meeting.

21. Subject to the provisions of the Act, such meetings shall be convened by the Management Committee within twenty-one (21) Clear Days after the receipt of the requisition required under this Article or the date on which the Management Committee or AGM (as the case may be) resolve to convene such a meeting in accordance with Article 20 above. An EGM shall be held on such date and at such time and venue as determined by the Management Committee.

NOTICE OF GENERAL MEETING

22. Subject to the provisions of the Act, the Association shall give the Affiliated Clubs six (6) weeks' notice in writing of the AGM and the Association shall give the Affiliated Clubs twenty-one (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.

- 23. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in the case of special business, the general nature of that business shall be given, in the manner hereinafter mentioned, to such persons as are, under the articles of the Association, entitled to receive such notices from the Association.
- 24. In addition to the means of service of notices specified in Section 181 of the Act, any notice of a meeting may be served on Members by electronic means to the electronic mail address notified by Members to the association from time to time or by posting the notice on the website of the Association.
- 25. Each notice of a general meeting shall specify the date, hour and place at which it is intended to hold the said meeting. Notice of a general meeting may be sent to Affiliated Club secretaries by email and if sent by email, it will be deemed delivered at the time sent.
- 26. The accidental omission to give notice or the non-receipt of such a notice specified above to a member entitled to be present and voting at a general meeting shall not in itself invalidate the proceedings at a general meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 27. All business shall be deemed to be special that is transacted at an EGM and all business that is transacted at an AGM shall also be deemed to be special, apart from the consideration of the Income and Expenditure Account and Balance Sheet, the Reports of the Management Committee Officers and the Auditors, the election by Delegates of the Management Committee Officers and the appointment of, and the fixing of the remuneration of, the Auditors.
- 28. Notice of any motion to be proposed at an Annual General Meeting must be received by the General Secretary of the Association in writing not later than six (6) weeks prior to the Annual General Meeting and if the Board so decides, notice thereof shall be given to the Affiliated Clubs prior to meeting.

29. 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, fifteen Delegates entitled to vote present in person shall be a quorum. In exceptional circumstances, the meeting may be held virtually and the requirement that a "quorum be present" can be satisfied by attending the meeting by technological means as prescribed by the Association with notice.
30. 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 Affiliated Clubs, 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 Officers 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 Delegates present shall be a quorum.
31. The President shall preside as Chair at every general meeting of the Association, 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/her Officer position within the Association is being voted upon, the Vice-President shall preside as Chair. If the Vice-President is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act or his/her Officer position within the Association is being voted upon, the Officers present shall elect one of the other Officers to be Chair of the meeting.
32. If at any meeting no Officer is willing to act as chairperson or if no Officer is present within 15 minutes after the time appointed for holding the meeting, the Delegates present shall choose one of their number to be chairperson of the meeting.
33. 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.
34. Where a resolution(s) to amend the memorandum of association of the Association and/or these Articles is successful at any meeting, that resolution shall have immediate effect from the conclusion of such meeting.
35. Any motion, other than a motion from the Management Committee, whether to amend the memorandum of association of the ILBA, these Articles, the Bye-laws, the Rules of Competition or Other Rules or on any other topic, shall be notified to the Management Committee by the Affiliated Club in writing not less than six (6) weeks before the date for holding the general meeting. Each such motion shall deal with one subject only.
36. 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 Reports of the Management Committee Officers.
 - c). To receive and approve the Annual Accounts duly audited.

- d). To confirm the election of the President and Vice President if appropriate.
- e). To elect or re-elect the Management Committee Officers if appropriate.
- f). To elect Independent 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 transact any other business of which due notice has been given; and
- j). To transact any other business.

VOTING AT GENERAL MEETINGS

- 37. Each Affiliated Club may appoint two Delegates and each Affiliated Organisation one Delegate to attend general meetings and vote on its behalf. Each Affiliated Club shall use its best endeavours to appoint one male Delegate and one female Delegate. Only Delegates are entitled to vote at general meetings.
- 38. An ordinary resolution is a resolution passed by a simple majority of the votes cast by Delegates, as being entitled to do so. A special resolution is a resolution passed by not less than 75% of the votes cast by such Delegates, as being entitled to do so.
- 39. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands or by secret ballot.
- 40. Each Delegate will have one (1) vote.
- 41. There shall be no voting by proxy.
- 42. There shall be no postal/fax vote accepted at general meetings.
- 43. No Management Committee Officer shall represent their own Affiliated Club as a voting Delegate.
- 44. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chair of the meeting whose decision shall be final and conclusive.
- 45. A declaration by the Chair that the resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost, an entry to that effect in the book containing the Minutes of the proceedings of the Management Committee 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.
- 46. Where there is an equality of votes, where a majority vote is required, the Chair of the said meeting shall be entitled to a casting vote.

47. Subject to Section 193 of the Act, a resolution in writing signed by all the Delegates for the time being entitled to attend and vote on such resolution at a general meeting (or being a club or association by their duly authorised representatives provided the identity of the representatives shall have been notified in writing to the Secretary at least two days prior to the date of the Resolution) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Association duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

THE BOARD / MANAGEMENT COMMITTEE

48. Unless otherwise determined by ordinary resolution, there shall be no more than ten (10) Management Committee Officers of the Association. This number of ten (10) can be exceeded only where Independent Officers join the management Committee in accordance with Clause 51 below. They shall collectively constitute the Management Committee of the Association.

49. The following Officer positions are hereby created by these Articles:

- a) The President who shall act as the chairperson of the Management Committee.
- b) The Vice-President.
- c) The General Secretary.
- d) The Assistant General Secretary / Data Protection Officer.
- e) The Treasurer.
- f) The Competition Secretary.
- g) The League Secretary.
- h) The Development Officer.
- i) The National Children's Officer; and
- j) Independent Officer

50. The Management Committee shall ensure, to the extent possible, that at least four (4) Board members are female and at least four (4) members are male.

51. Independent Officers may be appointed to the Management Committee, as proposed by the Management Committee Officers and approved by Council, to compliment the skillset and experience of the Management Committee Officers as it sees fit. Independent Officers will serve a maximum term of two (2) years a maximum of three (3) terms in this position. The number of Independent Officers shall not exceed three (3).

President

52. The President shall be a person with the necessary leadership, dedication and management skills to promote and pursue the objects of the Association, to chair meetings of the Association and any Committees where required, and to liaise with other Management Committee Officers and relevant

Committees to ensure the day to day management of the Association and the promotion of lawn bowls in the Republic of Ireland. The President shall be elected in accordance with the Association's Presidential Rota System and shall, to the extent possible, rotate between male and female in alternating years.

53. **Vice President**

The Vice President shall deputise for the President as required.

Treasurer

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

General Secretary

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

56. **Assistant General Secretary / Data Protection Officer**

The Assistant General Secretary shall be responsible for such duties as may be assigned to them by the General Secretary and the Management Committee. The Assistant General Secretary shall also act as the Association's Data Protection Officer.

57. **League Secretary**

The League Secretary shall be responsible for the preparation of all League and Cup fixtures and the maintenance of records of League and Cup Competitions. Along with the Competition Secretary, he / she shall be responsible for the inspection of greens for suitability for all ILBA competitions.

58. **Competition Secretary**

The Competition Secretary shall be responsible for the organisation and running of all ILBA regulated competitions or Championships, as may be introduced by the Association, and maintenance of records of these competitions or Championships. Along with the League

Secretary, they shall be responsible for the inspection of greens for suitability for all ILBA competitions.

59. **Development Officer**

The Development Officer shall be responsible for the promotion of the game of lawn bowls in the Republic of Ireland in line with the Association's strategic plan. The Development Officer will be the key contact point for all external stakeholders, including but not limited to Affiliated Clubs, Local Councils, Local Sports Partnerships and community groups, in matters to do with his or her role. The Development Officer shall be responsible for coordinating all development and promotion including working with Affiliated Clubs to identify activities to increase membership levels. The Development Officer will also act as the Public Relations Officer for the Association.

60. **National Children's Officer**

The National Children's Officer has responsibility for overseeing the adoption and implementation of safeguarding practice, the legal requirements set out by the Children's First Act and all good practices and procedures regarding children in sport.

61. **Independent Officer**

Independent Officers are independent advisors appointed to the Management Committee with specific skillsets as required by the Association from time to time. Independent Officers will not be expected to engage in the day-to-day management of the Association but rather are involved in policymaking and strategic planning exercises, amongst other duties as proposed by the Management Committee and approved by Council.

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

62. Subject to the provisions of Article 68, a person appointed to the Management Committee shall occupy that position for a term of three years or until s/he shall resign or cease to be a Management Committee Officer. A Management Committee Officer who resigns from the Management Committee may not seek election to the Management Committee at the general meeting immediately following their resignation.

63. The maximum number of consecutive Terms a Management Committee Officer may serve is two.

64. As soon as is reasonably practicable following the adoption of these Articles, the Association shall call an extraordinary general meeting (**Transitional EGM**) for the purpose of electing Officers.

65. At a general meeting, each Management Committee Officer, other than the President and Vice President shall be elected for a three-year term.

66. Each Management Committee Officer shall hold the position for the duration of their term of office. The Management Committee Officers may at any time fill a vacancy for the position of General Secretary, Assistant General Secretary / Data Protection Officer, Treasurer, Competition Secretary,

League Secretary, Development Officer and National Children's Officer if a Management Committee Officer retires, resigns or is unable or unwilling to act in one of those positions.

67. No Management Committee Officer shall serve more than six (6) years in office without taking a two year break and no Management Committee Officer shall serve for more than twelve (12) years in office in total.
68. In the 2023 elections the Assistant General Secretary, Treasurer, Development Officer and Competitions Officer shall be elected for a two (2) year term.
69. The Management Committee Officers shall delegate such roles and responsibilities to individual Management Committee Officers as they see fit from time to time.

Election Procedures

70. Management Committee Officers (apart from Independent Officers) must be nominated by any Affiliated Club of the Association and such nomination must be received in writing to the Association six (6) weeks in advance of any relevant AGM.
71. The Management Committee may, in advance of the nomination of any person for the position of Management Committee Officer, set out the skill set that, in the view of the Management Committee Officers, the Management Committee Officer should hold.
72. Management Committee Officers shall be elected by a simple majority of the Delegates in a general meeting. In the event of a vacancy occurring by resignation or otherwise of a Management Committee Officer during his/her term of office or otherwise, the Management Committee Officer may co-opt a representative to the Management Committee as Officer to serve until the following AGM, subject to Council approval.
73. Each Delegate will have one vote for the election of each position.
74. A person may hold only one Management Committee Officer position with the Association
75. No Affiliated Club may have more than two members (excluding the President and Vice President) on the Management Committee at any one time
76. The order of elections at Annual General Meeting is:
 - (i) President
 - (ii) Vice-President
 - (iii) General Secretary
 - (iv) Assistant General Secretary / Data Protection Officer
 - (v) Treasurer
 - (vi) Competition Secretary
 - (vii) League Secretary
 - (viii) Development Officer
 - (ix) National Children's Officer
 - (x) Independent Officer

77. The election of all positions will be by simple majority.

MANAGEMENT COMMITTEE MEETINGS

78. The Management Committee shall meet at least once every two months and Management Committee meetings shall be called in accordance with the standing orders for the Management Committee. Questions arising at the meeting shall be decided by a majority of votes. The President 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 Management Committee.

79. The President, or in his/her absence the Vice-President, or in his/her absence the General Secretary, or in his/her absence another Management Committee Officer, chosen by the Management Committee, shall preside at all meetings of the Management Committee.

80. The quorum for meetings of the Management Committee shall be 50% of the Management Committee Officers plus one additional Management Committee Officer, provided always that this number is no less than five Management Committee Members at any given time.

81. Any Management Committee Officer located more than 80km from the General Post Office in Dublin may participate in a meeting of the Management Committee 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 being in person at such meeting.

82. The continuing Management Committee Officers 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 Officers or Officer may act for the purpose of increasing the number of Officers to that number, or if summoning a general meeting of the Company but for no other purpose.

83. The Management Committee shall cause minutes to be made of the names of the Management Committee Officers present at each of its meetings and of any resolutions and proceedings thereat.

84. A resolution in writing signed by all the Management Committee Officers or Committee members (as the case may be) entitled to receive notice of a meeting of the Management Committee or of a Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee or (as the case may be) Committee of the Management Committee duly convened and held and may consist of several documents in the like form each signed by one or more Management Committee Officers.

POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

85. The business of the Association shall be managed by the Management Committee which may exercise all such powers of the Association as are not by the Act or by the Articles required to be exercised by the Association 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 Association in General Meetings.

86. The Management Committee's duties shall include the following:
- a) The formulation of the strategic plan to achieve the vision, mission and goals of the Association.
 - b) The monitoring of the implementation of the strategic plan and annual business plan and budgets of Association and assessment of performance against key performance indicators.
 - c) To administer the affairs of the Association.
 - d) To submit to each AGM the Management Committee's reports together with audited accounts for the preceding period, and an outline budget for the succeeding year.
 - e) To appoint persons to Committees of the Management Committee.
 - f) To enter commercial arrangements with commercial partners to promote the Sport in the Republic of Ireland.
 - g) To ensure that there is a system of internal control and risk management policy and process in place to identify and manage risk.
 - h) To ensure that appropriate codes and policy frameworks exist to promote effective governance of the Association through clear written procedures and regular review and updating, for Council approval, of: (i). the policies of the Association;(ii). strategic and annual operational plans;(iii) terms of reference for Committees and advisors; (v). Clearly defined and delegated powers/limits of authority for decision making for the Management Committee and Committees; and
 - i) To apply for and to distribute grants from government bodies.
87. The Management Committee may exercise all the powers of the Association to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Association, subject to Council approval.
88. The Management Committee shall determine the rules, levies and/or financial awards made to all subcommittees. Reports of such transactions must be presented at the next General Meeting.
89. No direction given by the Association in general meetings shall invalidate any prior act of the Management Committee which would have been valid if that direction had not been given.
90. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Association 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 Management Committee may from time to time, by resolution, determine.
91. The Management Committee shall cause minutes to be kept in books provided for that purpose of all business transacted at General Meetings and meetings of the Management Committee including, but not exclusively:

- a) . Of the names of Management Committee Officers present at each meeting of the Management Committee and of Sub-Committees of the Management Committee.
 - b) . Of all resolutions and proceedings at all meetings of the Association and of the Management Committee and of Sub-Committees of the Management Committee.
 - c) . Of all uses of the Common Seal.
- 92 . A resolution in writing, agreed in writing by a majority of the Management Committee, shall be as valid as if it had been passed at a meeting of the Management Committee duly convened.
- 93 . No member of the Management Committee shall be disqualified by his office from contracting with the Association either as vendor, purchaser or otherwise nor shall any such contract or arrangement entered into by, or on behalf of the firm or Association in which any Member of the Management Committee shall be in any way interested, be thereby voided.

DELEGATION OF THE MANAGEMENT COMMITTEE POWERS AND COMMITTEES

- 94 . The Management Committee may delegate any of its powers to Committees provided a majority of the Officers present entitled to a vote at a meeting of the Management Committee pass such a resolution. Any Committee so formed shall in the exercise of the powers so delegated, conform to any regulations or terms of reference or bye-laws issued by the Management Committee. Any member of the Association who is eligible for appointment to the Management Committee may be appointed to act on any such Committee. Any such delegation may be made subject to any conditions the Management Committee 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 Management Committee.
- 95 . The terms of reference and detailed rules of procedure for all Committees shall be set by the Management Committee in the Rules or otherwise and may be revoked or amended at any time by the Management Committee.
- 96 . The President and General Secretary shall be *ex officio* members of all Committees.
- 97 . The Management Committee shall have the power to appoint any person to fill a casual vacancy arising on any Committee established by the Management Committee 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.
- 98 . 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.

Council

99. The Council shall be the supreme authority of the Association and shall comprise two Delegates from Affiliated Clubs and one Delegate from Affiliated Organisations. In addition to any responsibilities as set out in its terms of reference, the Council shall be responsible for:

- a.i. Approving any Association capital expenditure equivalent or above an amount of €25,000;
- a.ii. Approving any other Association expenditure equivalent to or above an amount of €10,000;
- a.iii. Approving the annual registration fees for Affiliated Clubs and affiliation fees for Playing Members as proposed by the Management Committee.
- a.iv. Defining the role and powers of sub-committees, agreeing sub-committee composition and appointing members to sub-committees.
- a.v. Increasing or reducing the number of Management Committee Officers.
- a.vi. Approving the appointment of Independent Officers as proposed by the Management Committee.
- a.vii. Approving Association policy documents.
- a.viii. Approving payment of honoraria as proposed by the Management Committee.
- a.ix. Making, altering or revoking Byelaws for regulating the Affairs of the Association;
- a.x. Approving the Association's strategic plan, policy documents and codes; and
- a.xi. Appointing non-Management Committee Officers of the Association, including the Assistant League Secretary, Assistant Competitions Secretary, Assistant Treasurer, Webmaster, International and Inter-Association Selectors.

100. The Council shall meet at least three times per year, including the AGM.

Sub-Committees

101. The Sub-Committees of the Association shall be the Finance, Games, Website, Development and Standing Orders Sub-Committees.

DISCLOSURE AND CONFLICT OF INTEREST

102. Any member of the Management Committee shall be liable to account to the Association 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 Management Committee holding that office or of the contractual relations thereby established.

103. Any member of the Management Committee who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Association shall declare the nature of his interest at a meeting of the Management Committee. If a member of the Management Committee 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 Management Committee, held after he has become so interested.

104. Any member of the Management Committee 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 MANAGEMENT COMMITTEE AND OTHER COMMITTEE MEMBERS

105. No remuneration other than honoraria approved by the Council shall be payable under any circumstances to any of the Management Committee Officers (apart from Independent Officers) in respect of services as Management Committee Officer, or on any Committee to which the Management Committee may delegate powers. The Management Committee Officers and any members of any Committee may be paid all reasonable travelling, hotel and other expenses properly incurred and vouched by them in connection with their attendance at meetings of the Management Committee or Committees or general meetings of the Association or otherwise in connection with the discharge of their duties.

106. Independent Officers may be remunerated by the Association upon proposal by the Management Committee and approval by Council.

DISQUALIFICATION OF OFFICERS FROM THE MANAGEMENT COMMITTEE

107. No person may hold or continue to hold a position on the Management Committee if s/he:

- a) Is adjudged bankrupt or makes any arrangement or composition with his creditors generally.
- b) Becomes prohibited from being a member of the Management Committee by reason of any order made under Section 839 of the Act.
- c) Becomes of unsound mind.
- d) Resigns his office by notice in writing to the Management Committee.;
- e) Is convicted of an indictable offence other than an offence under the Road Traffic Acts unless the Management Committee otherwise determines.
- f) Is appointed to a position of employment within the Company; or
- g) 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.
- h) The Management Committee may remove a Management Committee Member who has missed three consecutive Management Committee meetings.

THE SEAL

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

ACCOUNTS

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

AUDIT

111. The accounts of the Association 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.
112. Auditors shall be appointed, and their duties regulated in accordance with Chapters 18 to 21 of the Act.

BYE-LAWS

113. The Council shall have the power to make, alter and revoke Byelaws for regulating the affairs of the Association and such Bye-laws shall be binding on every member of the Company.
114. If any Bye-law of the Association is unclear or open to doubt, the Management Committee 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

115. Notice may be served by the Association 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/her 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 General Secretary or other officer of the Association that the envelope or wrapper containing the notice was so addressed and posted should be sufficient evidence thereof.

116. No member other than a member entitled to vote at a meeting shall be entitled to receive notice of any meeting of the Association.

INDEMNITY

117. Every member of the Management Committee (including Independent Officers) or other Management Committee Officer of the Association, or any of the officers of other such Sub-Committees as approved by the Company provided they are acting in accordance with the law and in good faith, shall be entitled to be indemnified out of the assets of the Association 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 Management Committee Officer or other officer shall be liable for any loss, damage or misfortune which may happen or be incurred by the Association 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

118.

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

DISCIPLINARY MATTERS

119. The Management Committee shall adopt such Other Rules as it deems necessary to govern its complaints and disciplinary procedures against any Affiliated Club or Affiliated Organisation.

120. All internal affiliated club disciplinary matters, aside from anti-doping matters, as provided for in Clause 122, shall be dealt with initially by the relevant affiliated club and each affiliated club shall have an appeals process.

- 121 . All disciplinary matters relating to Playing Members or Honorary Members of Affiliated Clubs, incurred while representing the Association, shall be dealt with directly by the Association and shall be binding on the Playing Members or Honorary Members and their Affiliated Clubs.
- 122 . The Management Committee shall have the power at any time on its own motion, to suspend any category of member, including any provincial body, from admission to the premises of the Association or the enjoyment of facilities under the control or operation of the Association for a stated period for any act, or words or comments spoken or otherwise published, which may bring the sport of lawn bowls into disrepute or for any act of misconduct or conduct deemed by the Management Committee to be inappropriate to any category of member of the Association committed on any premises of the Association.
- 123 . Suspension of Playing 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.
- 124 . The Management Committee may suspend the membership of any Affiliated Club or Affiliated Organisation pending the outcome of any investigation process.
- 125 . The Management Committee may delegate the exercise of its disciplinary functions to specific sub-committees of the Management Committee, created with specific remits and devolved decision-making authorities, subject to final approval by Management Committee.

ANTI-DOPING RULES

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

AMENDMENT

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

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

NAMES, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS

[insert list of subscribers]

Dated the of 2022

Witness to the above signatures:

Name:

Address: