

**COMPANIES ACT 2014**

**Company limited by guarantee and not having a Share Capital**

**CONSTITUTION**

**OF**

**KILKENNY RECREATION AND SPORTS PARTNERSHIP COMPANY LIMITED BY  
GUARANTEE**

**Incorporated on 7 January 2005**

**As amended by Special Resolution passed on 29<sup>th</sup> September 2021**

**MEMORANDUM OF ASSOCIATION**

1. The name of the Company is “Kilkenny Recreation and Sports Partnership Company Limited by Guarantee” (hereinafter called "the Company").
2. The Company is a Company limited by guarantee registered under Part 18 of the Companies Act 2014

**OBJECTS AND POWERS**

3. The main object for which the Company is established is as follows:  
  
the enabling of the ongoing development of quality athletic or amateur games and sports opportunities throughout the area in an environment that promotes healthy lifestyles, maximum participation and achievement.
4. To the extent that the following objects are essential and ancillary to the promotion or attainment of the main object of the Company they shall be the secondary objects of the Company.
  - (a) Allocation and distribution of funds for athletic or amateur games and sport;
  - (b) Administration and development of athletic or amateur games and sport;
  - (c) Enhancement and improvement of coaching in athletic or amateur games and sports;

- (d) Encouragement of increased levels of participation in athletic or amateur games and sport, especially amongst specific target groups such as older people, girls and women, people with disabilities, unemployed people and those who live in identified disadvantaged communities;
- (e) Development and promotion of local athletic or amateur games and sports clubs;
- (f) Development and management of volunteer training programmes;
- (g) The compilation of Directories of athletic or amateur games and sports bodies and facilities;
- (h) Compilation and dissemination of information on athletic or amateur games and sports bodies, programmes, initiatives and facilities;
- (i) Engaging in research on athletic or amateur games and sport in keeping with the LSP's main object and the ISC's research policies;
- (j) Entering into arrangements for the better use of athletic or amateur games and sports facilities;
- (k) Establishment of clear priorities for the provision and improvement of athletic or amateur games and sports facilities with related quality management initiatives;
- (l) Provision of links between relevant bodies including but not limited to schools, clubs, local community, national governing bodies of athletic or amateur games and sport and the corporate sector;
- (m) Promotion of local athletic or amateur games and sports competitions and events.

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

- (a) To employ one or more persons to manage and execute the Company's business in accordance with its objects.
- (b) To develop, promote and seek to have implemented programmes, policies and strategies that, in the opinion of the Company, would contribute to the well-being of sport in Kilkenny and the region generally.
- (c) To co-operate with and enter into joint initiatives with other persons and bodies, including with other Local Sports Partnerships having an interest in the promotion, funding and development of sports and active recreation and the deployment and use of sports and active recreation facilities in Ireland.
- (d) To apply for, promote and obtain any act of the Oireachtas, act of Parliament,

charter, privilege, concession, licence or authorisation of any State, governmental, local or other authority for enabling the Company to more effectively carry on any of its main objects or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of any association, society, club, committee, body or person interested therein or associated therewith and established under the auspices of the Company.

- (e) To enter into any arrangements with any government or authority or educational institution, supreme, municipal, local or otherwise, or Company that may seem conducive to the Company's main objects and to obtain from any such government authority or Company or educational institution any charters, contracts, accreditation, decrees, rights, privileges and concessions and to carry out exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.
- (f) To purchase, take on lease or in exchange, hire, let or otherwise acquire any real or personal property and any rights or privileges which the Company may consider necessary or convenient for the promotion of its main objects, and to construct, maintain, furnish, improve and alter any building necessary or convenient for the conduct of the affairs or the promotion of the main objects of the Company.
- (g) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its main objects.
- (h) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit, and to give or issue guarantees or indemnities for such purposes as may be considered appropriate or conducive to the promotion of all or any of the main objects of the Company.
- (i) To solicit, collect, receive and administer funds in money and of other goods or property in any form whatsoever for the purposes of the aforesaid.
- (j) To accept subscriptions, donations, devises and bequests of property of all kinds.
- (k) To invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be considered fit, and to undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its main objects.
- (l) To pay out of the funds of the Company whether by Electronic Funds Transfer or otherwise, all fees and expenses which the Company may pay or incur with respect to the formation and registration of the Company or generally in respect of services provided from time to time to the Company by its professional or other advisors; to draw, make, accept, endorse, discount, execute or issue (or arrange the issuance on its behalf of) cheques, bank drafts, promissory notes, bills of

exchange, debentures, letters of credit and other negotiable or transferable instruments or securities.

- (m) To establish or permit the establishment of committees or to engage persons to provide services to the Company whether under contracts of service or contracts of employment, in each case as the Company may consider fit or necessary for the purposes of facilitating the better promotion of the main objects, or the better organisation or administration of the affairs, of the Company and to engage in the training of individuals for such purposes.
- (n) To insure against all risks and claims which the Company or its assets may be or become liable and with reputable insurance companies, and to promptly pay all insurance premiums due in connection with insurance policies taken out in the name of or for the benefit of the Company and, if considered appropriate, to effect such insurances as may be obtainable in connection with and for the benefit of any officers or employees of the Company in respect of their carrying out their respective duties, powers or functions in relation to the affairs of the Company.
- (o) To foster and undertake research into any aspect of the work of the Company and to disseminate the results of any such research.
- (p) To hold exhibitions, meetings, lectures, classes, seminars and courses, either alone or with others.
- (q) To cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise and in any form or medium, periodicals, magazines, books, leaflets, websites and other documents, films or recorded tapes.
- (r) To forge links between education partners for the advancement of education.
- (s) To own, exploit and acquire copyrights, rights of publication or reproduction and other rights in respect of any library, audio visual or other work.
- (t) To promote the formation of companies (whether subsidiaries of the Company or otherwise), to enter in partnerships or joint ventures, to establish societies, clubs or associations, in each case in such manner and for such purposes as may facilitate the promotion of all or any of the main objects of the Company.
- (u) To do all such other things as are incidental or conducive to the attainment of the main objects of the Company.
- (v) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others and to contract for the carrying on of any operation connected with the Company's main objects by any person or Company.

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.

### **LIMITED LIABILITY**

6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, if the Company is 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) the payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and
  - (b) the adjustment of the rights of contributories among themselves, such amount as may be required, not exceeding €1.

### **INCOME AND PROPERTY OF THE COMPANY**

8. The income and property of the Company, wherever derived, shall be applied solely towards the promotion of the main object(s) of the Company as set forth in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company.

No Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

- a) reasonable and proper remuneration to any member, 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 the Directors or other members of the Company to the Company
- c) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company
- d) reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Company
- e) fees, remuneration or other benefit in 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

9. Nothing in Article 8 above shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

#### **WINDING UP**

10. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of 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 and so far as effect cannot be given to such provisions, 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.

#### **AUDITED ACCOUNTS**

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

#### **ALTERATIONS AND AMENDMENTS**

12. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum of Association for the time being in force unless the same shall have been proposed as a Special Resolution at a General Meeting of the Company and adopted with not less than three-quarters of the members present voting in favour.
13. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

## **COMPANIES ACTS, 2014**

### **Company Limited by Guarantee and not having a Share Capital**

## **ARTICLES OF ASSOCIATION**

**of**

### **KILKENNY RECREATION AND SPORTS PARTNERSHIP COMPANY LIMITED BY GUARANTEE**

#### **INTERPRETATION**

1. In these Articles:-

"The Act" means the Companies Act, 2014 and reference to any section of the Act includes any statutory modification thereof.

"The Chairperson" means the chairperson of the Board elected in accordance with Article 20

"The Board" means the Board of Directors of the Company as established from time to time.

"The Directors" means the Directors for the time being of the Company or the Directors present at a meeting of the Board and includes any person occupying the position of Director by whatever name called.

"Secretary" means any person or corporate entity appointed to perform the duties of the Secretary of the Company in accordance with the requirements of the Companies Act 2014.

"The Office" means the registered office for the time being of the Company.

"The Seal" means the common seal of the Company.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act or in any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Words importing the singular shall include the plural and words importing the masculine shall include the feminine and vice versa.

Where reference is made in these Articles to a fraction of the membership of the Company or the Board and where such fraction does not constitute a whole number, the fraction shall be deemed to refer to the next highest whole number

A Member of the Company shall be deemed to be present at a meeting whether they are present in person or through the use of a proxy

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

## **MEMBERS**

2. The Members shall be as defined at Article 3 below and membership of the Company shall be between ten (10) and twenty (20) unless otherwise agreed by the Members in General Meeting.
3. Those nominated, elected or co-opted to the Board of Directors shall be deemed to automatically be Members of the Company and membership shall be restricted to those so nominated, elected or co-opted.
4. A Member of the Company shall automatically cease to be a Member as soon as his position as a nominated, elected or co-opted Director ceases.
5. The rights of every Member shall be personal to himself and shall not be transferable, transmissible or chargeable by his own act, by operation of law or otherwise.
6. Any Member who for any cause whatsoever shall cease to be a Member shall remain liable for and shall pay to the Company all moneys which may become payable by him by virtue of his liability under these Articles of Association.
7. A Register shall be kept by the Company containing the names and addresses of all the Members, together with such other particulars as may be required by the Act.

## **THE BOARD OF DIRECTORS**

8. The affairs of the Company shall be managed by a Board of Directors to be constituted as hereinafter provided.
9. Number of Directors
  - a) Subject as hereinafter provided the Membership of the Board shall not be less than ten Directors nor more than twenty Directors (including Co-opted Directors as defined in clauses 10(b), 10(c) and 17(b) below).
  - b) The Company may by ordinary resolution from time to time increase or reduce the number of the Directors who can be appointed provided that the minimum number of the Directors to be appointed shall not in any event be less than ten.
  - c) The Company shall be under obligation to take all reasonable steps to appoint all Directors provided for in Article 10 below and to fill all vacancies arising in such



Directors in a timely manner.

- d) The minimum number of Directors in place at any one time to enable lawful business to be transacted shall be the number set out in Article 29 below.

10. Appointment of Directors and Constitution of the Board

- (a) Subject to clause 10(b) below the Board of Directors shall, for the time being, be constituted as follows:
  - i. One nominee of Kilkenny County Council who shall be an elected member of the Council
  - ii. The Chief Executive of Kilkenny County Council or his nominee who shall be a staff member of the Council
  - iii. One nominee of the HSE for Kilkenny County
  - iv. The Chief Executive of the Kilkenny and Carlow Education and Training Board or his nominee
  - v. The Manager of the County Kilkenny Leader Partnership or their nominee
  - vi. The Manager of the Kilkenny County Childcare Committee or their nominee
  - vii. One nominee of the Board of the County Kilkenny Leader Partnership
  - viii. One nominee between them of the Presidents of Waterford Institute of Technology and Carlow Institute of Technology which nomination shall be made in accordance with procedures drawn up by the Company from time to time
  - ix. One nominee of the IPPN who shall be from a school in Kilkenny City or County
  - x. One nominee of the NAPD who shall be from a school in Kilkenny City or County
  - xi. One nominee of youth organisations in Kilkenny City and County who shall be nominated in accordance with procedures which shall be agreed by the Board from time to time
  - xii. Two members of community and voluntary organisations involved in sport and active recreation and nominated through the processes of the Kilkenny Public Participation Network
  - xiii. Co-opted Directors as set out below at Article 13
  - xiv. Any person co-opted as Chairperson under Article 17(b) below

The term of office of Directors nominated under this Article shall be three years with the exception of those appointed under Articles 13 and 17(b) below whose terms of office shall be as set out in those Articles. Nominations shall take effect at the conclusion of the AGM in the year of appointment. The Secretary of the Company shall contact each nominating person or organisation in writing regarding their nomination a minimum of 28 days prior to the date of the AGM at which the term of office of their nominee ceases and request that they either confirm their existing nomination or make a new nomination a minimum of 14 days before the date of the AGM.

It is the policy of the company that no Director serve more than three consecutive terms in office. Such policy shall be communicated to nominating persons and bodies by the Secretary when their nominations are being requested and they shall be requested to comply with such policy. In the event that a nominating body or person fails to comply with such policy by nominating a person who has just completed three consecutive terms, they shall be requested in writing to make an alternative nomination. In the event of a nominating body or person failing to make such an alternative nomination, the person

nominated by them shall be a Director of the Company notwithstanding the policy set out in this paragraph.

- (b) In the event of a person who holds one of the offices referred to in Article 10 (a) above failing either to take up their position on the Board or to nominate a person to take up the said position, the Directors shall co-opt onto the Board a person to fill the said position. In appointing such a person, the Board shall have regard to the skills and knowledge required by the Board and which the person referred to in Article 10 (a) above or their nominee were expected to provide. Any person appointed under this sub-Article shall have the same powers and duties as if they had been appointed in accordance with Article 10 (a) above. Prior to making any such appointment the Board shall write to the person who has failed to take up the Directorship or to nominate a person to so do, indicate its intention to appoint another person to the Board of Directors in their place within 14 days and request the said person to indicate any reasons why such a decision should not be made.
  - (c) In the event of the processes referred to in Paragraph 10 (a) (viii) above failing to provide two Directors, the other Directors shall co-opt onto the Board a person or persons to fill the number of vacancies so arising. In appointing such a person or persons the Board shall have regard to the skills and knowledge required by the Board and which the persons referred to in Paragraph 10 (a) (viii) above were expected to provide. Any person appointed under this sub-Article shall have the same powers and duties as if they had been appointed in accordance with Paragraph 10 (a) (viii) above.
  - (d) The Board shall also co-opt as Directors -
    - i. One person actively involved in an organisation in Kilkenny which addresses issues of marginalisation and social inclusion
    - ii. One person from the business community of Kilkenny and who is active in providing support to voluntary activity in the area and who are identified and agreed by the Board. The Board shall seek to nominate such Directors at the first meeting of the Board following the AGM.
    - iii. The term of office of any Director so co-opted shall be three years. The same Director may continue to be co-opted by the Board from year to year at its discretion provided that no such Director serves more than three consecutive terms.
11. In the event of the functions of any office or organisation referred to at sub-Article 10 (a) above being transferred to another office or organisation the right of nomination shall also be deemed to be so transferred unless such right is amended or revoked by the amendment of these Articles of Association at a duly convened General Meeting of the Company.
12. A nominating person or body may at any time, by writing to the Company Secretary, withdraw their nominee from the Board of Directors and substitute an alternative nominee. Such new nominee shall hold office for the same period as would have the original nominee.

In the event that such new nominee has completed three consecutive terms as a Director within the previous three years, the policy of the company that no Director serve more than three consecutive terms in office shall be communicated to the nominating person or body by the Secretary and they shall be requested in writing to make an alternative nomination. In the event of a nominating body or person failing to make such an alternative nomination, the person nominated by them shall be a Director of the Company notwithstanding the policy set out in Article 10 above.

13. (a) Subject to satisfying the requirements of Article 10 above, the Board may also co-opt up to four additional individuals to be Directors of the Company. Such co-opted Directors shall have the same rights and duties as the Directors nominated under Article 10 above.
  - (b) In considering who to co-opt, the Board shall have regard to the following –
    - i. The specific skill needs of the Board
    - ii. The extent to which specific areas or sectors of the sporting and active recreation community are not already represented on the Board
    - iii. The objective of achieving diversity on the Board.
  - (c) The term of office of any Director so co-opted shall be one year. The same Director may continue to be co-opted by the Board from year to year at its discretion – provided that no such Director serves continuously for more than nine consecutive years.
14. No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director or on any Committee of Directors to which the Directors may delegate power under Article 34. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

### **RESIGNATION, CESSATION AND EXPULSION OF A DIRECTOR**

15. The Office of a Director shall be vacated if such Director:
  - a) Is adjudged bankrupt in the State, or in Northern Ireland or Great Britain, makes any arrangements or composition with his creditors generally, or
  - b) Becomes prohibited from being a Director of the Board by reason of any order made under the Companies Act, 2014 or any subsequent or amending legislation, or
  - c) Becomes of unsound mind, or
  - d) Resigns his office by notice in writing to the Board, or
  - e) Is convicted of an indictable offence unless the Directors determine otherwise, or
  - f) In the case of a nominated Director, has their nomination withdrawn by the person or

body with the right of making the nomination

g) Holds any other office or place of profit under the Board beyond the extent permitted by Article 14 above.

16. (a) A Director shall be deemed to have resigned from the Board where he misses three consecutive Board meetings unless the Board determines otherwise. Prior to coming to a determination on such matter with regard to a nominated Director of the Board, the Company shall

(1) Contact in writing the nominating person or organisation of the Director involved and shall request that their opinion on the matter be submitted to the Board within 21 days and

(2) Contact the Director in writing, advise him of the Board's intention to deem him to have resigned from the Board and state that any reasons as to why such a decision should not be made should be submitted to the Board within 21 days.

(b) The Director shall be deemed to have resigned from the Board unless, when the said periods of 21 days have elapsed unless the Board, having considered any of the submissions referred to in this Article, determines otherwise.

#### **OFFICERS OF THE BOARD**

17. (a) At the first meeting of the Board following each Annual General Meeting, the Board shall by nomination and secret ballot if required elect officers from amongst its members. The officers shall include a Chairperson and Vice-Chairperson and such other officers as are deemed necessary by the Board. Two offices may be held by the same person save that no person may hold more than one of the offices of Chairperson or Secretary at the same time.

(b) In the event of no Director being willing to act as Chairperson or Vice-Chairperson, the Board may co-opt a person or persons to fill one or both of those positions. Any such person so co-opted shall be deemed to be a Director and a member of the Company.

18. The term of office of the Chairperson and Vice-Chairperson shall be three years.

19. An outgoing Chairperson and/or Vice-Chairperson may offer themselves for re-election provided that no person shall be elected to any of such offices for more than two consecutive terms.

#### **CHAIRPERSON OF THE BOARD**

20. The Chairperson of the Board shall preside at all meetings of the Board of Directors and shall have the power on behalf of the Company to perform all acts and execute all documents to make effective any decision of the Board of Directors save the execution of financial instruments. The Chairperson shall be the primary representative of the Board and shall see that orders and resolutions of the Board are carried into effect. The Chairperson shall also

perform such other duties as may be assigned to him from time to time by the Board of Directors. The Chairperson shall report to the full Board at each of its meetings on all matters of significance requiring Board consideration and advice.

### **BORROWING POWERS**

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

### **POWERS AND DUTIES OF DIRECTORS**

22. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Act and to such directions, not being inconsistent with the aforesaid Articles or provisions, as may be given by the Company in general meeting; but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
23. The Directors may from time to time and at any time by power of attorney appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
24. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
25. The Directors shall cause minutes to be made in books provided for the purpose:-
  - (a) of all appointments of officers made by the Directors;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.
26. A meeting of the Directors or of a Committee established by the Directors may consist of a conference between some or all of the Directors or, as the case may be, members of the Committee who are not all in one place but each of whom is able (directly or by means of

telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and

- (a) A Director or member of a Committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
- (b) Such a meeting shall be deemed to take place –
  - i. where the largest group of those participating in the conference is assembled;
  - ii. if there is no such group, where the Chairperson of the meeting then is;
  - iii. if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

### **VOTING ON CONTRACTS**

27. A Director may not vote in respect of any contract in which he is interested or any matter arising therefrom.

### **PROCEEDINGS OF DIRECTORS**

28. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes with each Director having one vote. Where there is an equality of votes, the Chairperson shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve, it shall not be necessary to give notice of a meeting of Directors to any Director who, being resident in the State, is for the time being absent from the State.
29. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be six.
30. The continuing Directors may act notwithstanding any vacancy in their number but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.
31. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
32. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of meetings of the Directors.

33. Meetings of the Board may be held at any place that has been designated from time to time by resolution of the Board and stated in the notice of the meeting. In the absence of such designation, regular Board meetings shall be held at the Registered Office. Notwithstanding the above provisions of this Article, a meeting of the Board (or of any committee of Directors) may be held at any place with the prior consent of all of the Board members (or committee members, as appropriate). If written consents are given, they shall be filed with the minutes of the meeting.

### **SUB-COMMITTEES**

34. The Board may, from time to time, appoint such Sub-Committees as it may consider necessary or expedient for the purpose of carrying out specific tasks and such Sub-Committees shall conduct their business in accordance with terms of reference, rules and procedures that shall be determined by the Board prior to the first meeting of the Sub-Committee. The Board shall appoint one of its members as Chairperson of each such Sub-Committee and he/she shall submit a written progress report on the work of the said Sub-Committee at each meeting of the Board unless otherwise directed by the Board.
35. Sub-Committees may co-opt members of the community considered suitable for the particular task being undertaken by the Sub -Committee subject to ratification by the Board.

### **SECRETARY**

36. The Secretary shall be appointed by the Directors for such term and upon such conditions as they see fit, and any Secretary so appointed may be removed by them. The Secretary may be a member of the Board, a staff member or a body corporate such as a firm of solicitors or accountants.
37. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

### **THE SEAL**

38. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

### **BYE-LAWS**

39. The Board shall have the power to make, alter and revoke bye-laws or regulations for regulating the affairs of the Company, and such bye-laws or regulations shall be binding on every member of the Company unless set aside at an extraordinary general meeting of the Company called for that purpose.

If any regulation or bye-law of the Board is unclear or open to doubt, the Board shall have the power to put such reasonable construction or interpretation on such regulation or bye-

law as it may determine, and such determination shall be final and binding on all members

### **GENERAL MEETINGS**

40. All general meetings of the Company shall be held in the State.
41. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year 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 Company and that of the next.
42. All general meeting other than annual general meetings shall be called extraordinary general meetings.
43. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists. If at any time there are not within the State sufficient Directors capable of acting to form a quorum, any Director or any member of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

### **NOTICE OF GENERAL MEETINGS**

44. A meeting of the Company other than an adjourned meeting shall be called
  - (a) In the case of the Annual General Meeting or an Extraordinary General Meeting for the passing of a special resolution 21 days' notice
  - (b) In the case of any other Extraordinary General Meeting, by not less than 7 days' notice
45. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 44, be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote at the meeting and unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company
46. Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.
47. In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
48. The notice of a meeting shall specify:



- (a) The place, date and time of the meeting;
  - (b) The general nature of the business to be transacted at the meeting;
  - (c) In the case of a proposed special resolution, the text or substance of that proposed special resolution and
49. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

50. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets and the report of the Directors and Auditors, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
51. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, 50% of the members plus 1 present in person shall be a quorum. All part numbers shall be rounded up to the next highest number.
52. 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 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 members present shall be a quorum.
53. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company, or if there is no such Chairperson, or if he is not present within 30 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting
54. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of 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.
55. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
- (a) by the Chairperson; or

- (b) by at least three members present in person or by proxy; or
- (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes 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. The demand for a poll may be withdrawn.

- 56. Except as provided in Article 58, if a poll is duly demanded it shall be taken in such manner as the Chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 57. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 58. A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that on which a poll is demanded may be proceeded with pending the taking of the poll.
- 59. Subject to the provisions of the 2014 Act, a resolution in writing signed by all the members for the time being entitled to attend and vote at a general meeting shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company 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. Any such resolution may consist of several documents in the like form each signed by one or more members (or being bodies corporate by their duly authorised representatives.)

### **VOTES OF MEMBERS**

- 60. Every member shall have one vote.
- 61. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian or other person appointed by the court, and any such committee, receiver, guardian or other person may vote by proxy on a show of hands or on a poll.
- 62. No member shall be entitled to vote at any general meeting unless all sums immediately payable by him to the Company have been paid.
- 63. No objection shall be raised to the qualification of any voter except at the meeting or

adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

64. Votes must be given personally.

#### **OTHER GENERAL MEETINGS OF THE KILKENNY SPORTS AND ACTIVE RECREATION COMMUNITY**

65. A General Meeting of the Kilkenny Sports and Active Recreation Community may be called at the discretion of the Board. Such a meeting may be attended by representatives of all interested organisations.
66. In the event of such a meeting being held the Board shall meet as soon as may be afterwards to consider any discussions that take place at the meeting and what actions, if any, should be taken by it in the light of those discussions.

#### **FINANCE**

74. The Board shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282 (1) to 282 (3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
75. The accounting records shall be kept at the registered office of the Company or, subject to Section 283 of the Act, at such other place as the Board shall think fit and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act.
76. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the financial statements and accounting records of the Company or any of them shall be open to the inspection of members, not Directors and no member (not being a Board member) shall have any right of inspection of financial statement or accounting record of the Company, except as conferred by statute, this Constitution or authorised by the Board or by the Company in General Meeting.
77. The Board shall in accordance with the Act, cause to be prepared and placed before the Company's Annual General Meeting the statutory financial statements of the Company, the Director's Report in relation to it, and the statutory auditor's report on those financial statements and the Director's report as are required by the Act to be prepared and laid before the Annual general Meeting of the Company.
78. A copy of the statutory financial statements of the Company, the Director's Report in relation to it, and the statutory auditor's report on those financial statements and the Director's report, shall not less than 21 days before the date of the Annual General

Meeting be sent to every person entitled under Section 338(1) of the Act to receive them.

### **AUDIT**

79. Auditors shall be appointed and their duties regulated in accordance Chapters 18 and 19 of Part 6 of the Act.

### **NOTICES**

80. A Notice may be given by the Company to any member by delivery either personally or by sending it to such person by post to the address (if any) within Ireland last supplied to the Company by the member as the address for the giving of notice to them. Notice may also be given by electronic means (as defined in Section 2(1) of the Act), by sending it to such electronic address as has last been supplied to the Company by the member as the e-mail or other electronic address for correspondence.
81. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing and pre-paying and posting a letter containing the notice and to have been effected at the expiration of twenty-four hours after the letter containing the same was posted.
82. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
- (a) every member; and
  - (b) every person being a personal representative or the Official Assignee in bankruptcy of a member, where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
  - (c) the Auditor for the time being of the Company.

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

### **INDEMNITY**

83. Every Member, Director or other Officer of the Company (including all Members of its Committees) shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he/she may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto; and no Director or other officer of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his/her office or in relation thereto where that Director or other Officer has acted in good faith in carrying out their fiduciary duty as a Director or other Officer of the Company.
84. The Company shall take out and maintain in force at all times appropriate Insurance in respect of the indemnity referred to at Article 83 above.

**NAMES, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS**

Declan Rice, Grange Castle, Barna, Thurles, Co. Tipperary

COMPANY OFFICIAL

*Declan Rice, Grange-Castle, Barna, Thurles, Co. Tipperary*  
 Sean Lynch, 15 New Road, Kilkenny

*Sean Lynch, 15 New Road Kilkenny. RETIRED OFFICIAL*  
 Brid Hynes, 29 Westfield, Outrath Road, Kilkenny

*Brid Hynes, 29 Westfield, Outrath Road Kilkenny*

Co Co OFFICIAL

Martin Ryan, 20 Melville Heights, Kilkenny

*Martin Ryan, 20 Melville Heights, Kilkenny - YOUTH WORKER*

Clare Mulhall, 7 Clarnwood, Freshford Road, Kilkenny

HEALTH BOARD OFFICIAL

*Claire Mulhall, 7 Clarnwood, Freshford Rd, KK*  
 Rodger Curran, 3 Dunmore Park, Dunmore, Kilkenny

CEO VEC

*Rodger Curran, 3 Dunmore Park Kilkenny*

Deirdre Power, Garryduff, Campile, New Ross, Co. Wexford

DEVELOPMENT OFFICER

*Deirdre Power Garryduff, Campile New Ross.*  
 Roly Collier, Jerpoint, Thomastown, Co. Kilkenny

FAS OFFICIAL

*Roly Collier Jerpoint Thomastown*

Dated this 28<sup>th</sup> day of October 2008

Witness to the above Signatures:

*[Handwritten signature]*  
*[Handwritten signature]*

**NAMES, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS**

Catherine O'Loughlin, 58 Poccoke Lower, Johnswell Road, Kilkenny

OFFICIAL.

Catherine O'Loughlin, 58 Poccoke Lower, Johnswell Road

Dated this 26<sup>th</sup> day of October ~~2003~~ 2004

Witness to the above Signatures:

Aileen Surt.

John B. Carter  
Solicitor General