COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION
of
IRISH HOCKEY COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

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1. The name of the Company is **Irish Hockey Company Limited by Guarantee**.

2. The Company is a company limited by guarantee registered under Part 18 of the Companies Act 2014.

3. The main object for which the Company is established is to be the national governing body for Hockey in Ireland, and to have the ultimate responsibility for the national and international aspects of the promotion and governance of Hockey in Ireland.

4. The subsidiary objects of the Company which must be exercised in furtherance of the main objects of the Company are the following:

(a)

(i) To be the national governing body for Hockey in Ireland, recognised by the Federation Internationale de Hockey (herein referred to as FIH), the European Hockey Federation (EHF), Sport Ireland (SI), Sport Northern Ireland (SNI) and the Olympic Federation of Ireland (OFI) as having ultimate responsibility for the national and international aspects of Hockey in Ireland.

(ii) To develop and implement plans, policies, and strategies for the development and promotion of Hockey in Ireland at all levels.

(iii) To develop and produce developmental, technical, educational and promotional publications, resources and programmes for all members.

(iv) To enable Irish teams to compete in international Hockey to the highest level and to develop the performance of players, umpires and officials to the highest level.

(v) To ensure that Hockey complies with all relevant statutory requirements.

(vi) To provide national leadership to the Hockey community and facilitate the consistent application of Hockey in Ireland.

(vii) To obtain, secure and manage financial resources for Hockey in Ireland.

(viii) To seek grants, sponsorship, broadcasting and other sources of revenue.

(ix) To develop and implement high performance, sports science and sports medicine programmes for players.

(x) To organise matches and tournaments in Ireland and elsewhere, including the development and management of programmes of international matches for teams representing Ireland, the organisation of international matches and tournaments in Ireland, and the organisation of interprovincial and national all-Ireland competitions.

(xi) To authorise, at its discretion, members of teams and individuals who have been selected or approved to participate in international events.

(xii) To authorise non-national players to take part in national and international events.

(xiii) To liaise with other national governing bodies in respect of the organisation, sanction and playing of matches.

(xiv) To approve and sanction the dates of international events in Ireland.

(xv) To send or approve invitations to other national governing bodies, teams, counties, and provinces to take part in Hockey matches and championships in Ireland.

(xvi) To represent Ireland through membership of the FIH, EHF and other international Hockey bodies, and to discharge all the duties and responsibilities of membership of such bodies.

(xvii) To develop partnerships with Hockey bodies and national governing bodies of Hockey in other countries.

(xviii) To work with provincial bodies and other stakeholders on the management and promotion of Hockey.

(xix) To develop and prescribe rules, regulations and procedures for the management of the national and international aspects of Irish Hockey and for the conduct of Hockey competitions, having due regard where appropriate to the rules, regulations and procedures of the FIH and the EHF. As appropriate, members shall be required to comply with these rules, regulations and procedures.

(xx) To participate and co-operate with SI, SNI and the OFI and other bodies in respect of grant monies and any other programmes in which they might initiate or participate.

(xxi) To implement and manage national databases and systems.

(xxii) To assume the funds, assets, rights, debts and liabilities of the unincorporated Association called the “Irish Hockey Association”.

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 Objects and which powers may only be exercised in promoting the Objects. Any income generated by the exercise of these powers is to be applied to the promotion of the Objects:

(a) To purchase, take on lease or in exchange, hire or by any other means, acquire and protect, any freehold, leasehold, or other property, lands or buildings, or any estate or interest, and any real or personal property or rights whatsoever which may be considered necessary, advantageous or useful to the Company.

(b) To construct, build, erect, alter, enlarge, demolish, lay down, maintain, any buildings, roads, bridges, walls, fences, banks and waterways and to carry out preliminary and associated works or contract, sub contract, and join with others to carry out or complete any of the aforesaid and to work, manage and control the same or join with any person, firm or company in doing so.

(c) To employ such staff or employees as are deemed advantageous or necessary to the Company from time to time provided such staff or employees are not also Directors of the Company.

(d) To invest any moneys of the Company not immediately required for the use in connection with Objects and to place any such moneys on deposit with bankers and others; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of five years for any purpose

(e) To provide or contribute towards the salaries, wages, or other remuneration properly arising from the employment of any person for the purposes of the Company.

(f) To borrow, raise by way of levy, subscription, affiliation fees or secure the payment of money in such manner as the Company shall think fit and in particular to issue tickets, debentures, debenture stock, perpetual or otherwise, bonds, obligations and securities of all kinds and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake. Provided that no mortgagee or other person or company that advance money to the Company shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or the application thereof.

(g) To invest any money requiring investment in any manner which may be thought fit, whether Trustee investments or otherwise or in the purchase of freehold or leasehold properties with power from time to time to vary such investments.

(h) To guarantee, support or secure, whether by mortgaging or charging all or any part of the undertaking, property and assets both present and future of the Company or both the performance and discharge of any contract, obligation or liability of a Company or of any person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested whether directly or indirectly and in particular to give security for any debts, obligations or liabilities of any Company.

(i) To pay or remunerate any person, firm or Company (other than a Director of the Company) for rendering services for and on behalf of this Company and to pay any costs, charges or expenses incurred or sustained by or in connection with the formation and incorporation of this Company.

(j) To draw, make, accept, endorse, discount, negotiate and issue promissory notes, bills of exchange, warrants, bills of lading and other negotiable or transferable instruments.

(k) To develop, improve, manage, cultivate, exchange, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(l) To effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safeguarding and securing the Company and its directors, members, employees and people using its premises and any property of which the Company may be a trustee, manager, agent or custodian, against liability, loss and damage of every description.

(m) To enter into and carry into effect any arrangement with any person, firm, company or Government or Government Body or authority that may seem conducive to the Company’s objects and to apply for, promote, and obtain from any person, firm, company or Government or Government body or authority any contracts, concessions, privileges, charters, decrees and rights which the Company may think is desirable and to carry out and exercise and comply with same.

(n) To act as agents, brokers and as trustees for any person, firm or company and to establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business.

(o) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.

(p) To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(q) To undertake and execute the office of nominee, trustee, executor, administrator, registrar, secretary, committee or attorney for any purpose and either solely or jointly with others and generally to undertake, perform and fulfill any office of trust or confidence.

(r) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in whatever form and on such terms as the Company may determine.

(s) To establish, promote or otherwise assist any company and to promote or otherwise assist any person or firm for the purpose of acquiring all or any of the properties and/or liabilities or for furthering any of the objects of this Company or for the purpose of instigating or opposing any proceedings or applications which may be considered necessary, advantageous or useful to the Company.

(t) To apply the whole or any part of the assets properly vested in the Company whether capital or income (i) in or towards payment of the expenses of the Company, or (ii) for or towards all or any of the purposes aforesaid or hereinafter mentioned.

(u) To take over from existing trustees and hold either alone or jointly, all or any existing charitable or benevolent funds, investments and bursaries established for or used in connection with these objects or objectives or the community or social services or allied undertakings.

(v) To do all such other things as may to the Company in its absolute discretion be deemed incidental or conductive to the attainment of the above main object.

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

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

USE OF INCOME AND PROPERTY

6. The income and property of the company shall be applied solely towards the promotion of its object 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:

   - reasonable and proper remuneration to any member or servant of the company (not being a Director) for any services rendered to the company;
   - interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the company to the company;
   - reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company;
   - reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the company;
   - fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company.

7. No addition, alteration or amendment shall be made to the provisions of the 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.

LIMITED LIABILITY

8. The liability of the members is limited.

GUARANTEE

9. Every member of the Company entitled to attend and vote at general meetings of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €1.27.

WINDING UP

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

section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

KEEPING OF ACCOUNTS

11. Annual audited accounts shall be kept and made available to the Revenue Commissioners upon request. Where the gross annual income exceeds €250,000 the accounts will be audited.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION
of
IRISH HOCKEY COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

The following regulations shall apply to the Company.

INTERPRETATION

“the Act” means the Companies Act 2014;

“Hockey Ireland” means the Company, Irish Hockey Company Limited by Guarantee;

“the Board” refers to the Board of Directors of the Company;

“the Chair” means the Chair of the Board of Directors of the Company;

“the Company” means Irish Hockey Company Limited by Guarantee;

“the directors” means the members of the Board of Directors of the Company, or the directors present at a meeting of the Board of Directors and includes any person occupying the position of director by whatever name called;

"Ireland" means the Republic of Ireland and Northern Ireland;

“the Membership Policy” means the policy setting out the rules of membership of Hockey Ireland as approved by the Board from time to time;

“the President” means the President of Hockey Ireland as elected by the Full Members;

“the Vice President” means the Vice President of Hockey Ireland as elected by the Full Members;

“Provincial Branch” means the Connacht Branch, the Leinster Hockey Association Limited, the Munster Branch Irish Hockey Association and the Ulster Hockey Union;

“the Secretary” means any person appointed to perform the duties of the Secretary of the Company;

“the Seal” means the Common Seal of the Company;

“the FIH” means the International Hockey Federation;

“Full Members” means the members of Hockey Ireland pursuant to Article 9;

“Associate Members” means associate members of Hockey Ireland pursuant to Article 10.

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

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

COMPANY

1. For the purpose of registration, the number of the members of the Company is declared unlimited.

2. The Company is the governing body for hockey in Ireland and shall be called Hockey Ireland (incorporated as Irish Hockey Company Limited by Guarantee.). Hockey, in the context of this Constitution, includes all forms of hockey recognised by the Federation International de Hockey (FIH) and the European Hockey Federation (EHF) to which Hockey Ireland shall be affiliated.

PROVINCIAL BRANCHES

3 For the purposes of promoting and developing the game at all levels Hockey Ireland is divided into four (4) provincial branches, the Connacht Branch, the Leinster Hockey Association Limited**,** the Munster Branch of Hockey Ireland Company Limited and Ulster Hockey Limited.

CLUBS

4. Application for a new club to join Hockey Ireland must be made in accordance with the Hockey Ireland Membership Policy.

MEMBERSHIP

5. Hockey Ireland has three categories of Membership, Full, Associate and Honorary

6. Applications for membership and the affiliation process is set out in the Membership Policy as amended from time to time by the Board.

7. Member categories shall be given such rights and privileges as may be determined by the Board.

8. All members are bound by the Constitution of Hockey Ireland and any Bye Laws, Policies, Rules and Codes as amended from time to time

Full Membership

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(a) Full Members of Hockey Ireland are the:

i. Provincial Branches: Connacht Branch; Leinster Hockey Association Limited; Munster Branch Hockey Ireland Company Limited and Ulster Hockey Limited
ii. Clubs affiliated through one of the Provincial Branches
iii. IHUA (Irish Hockey Umpires Association)
iv. Second Level Education Committee
v. Third Level Education Association(s), and
vi. Board Chair

(b) Full Members shall be entitled to receive notice of, attend and vote at general meetings of the Company subject to compliance with the Membership Policy.

Associate Membership

10.

(a) Any person, legal or otherwise who complies with the Membership Policy, is entitled to become an Associate Member of the Company

(b) For the avoidance of doubt Associate Members are not Full Members of the Company and shall not be entitled to be entered into the register of members, save where they become Full Members of the Company in accordance with the Membership Policy.

(c) Without prejudice to the generality of the foregoing Articles any person who is:

i. a member of a Club; or
ii. within a category of persons as may be determined by the Board from time to time as being eligible to become an Associate Member

who complies with the Membership Policy, may be entitled to become an Associate Member of the Company.

(d) Associate Members shall be entitled to be notified of and attend (but not to vote) at general meetings of the Company subject to compliance with the Membership Policy.

Dissolution of Membership

11. Full Membership of the company shall cease:

(a) On the dissolution of a club or a provincial branch or association or committee;

(b) Where the Full Member is a company or body corporate and has a liquidator appointed or it is dissolved or wound up;

(c) If the Full Member resigns by notice in writing to the Secretary at the registered office;

(d) The Board determines the Full Member no longer meets the criteria for membership and resolves to terminate membership;

(e) On the Full Member being expelled or terminated as a result of a disciplinary outcome of Hockey Ireland

12. An Associate Member shall cease to be a member:

(a) if the Associate Member no longer fulfils or complies with the terms and conditions of the Membership Policy;

(b) on the death of the Associate Member; or

(c) on the Associate Member being expelled or terminated as a member of Hockey Ireland.

HONORARY LIFE MEMBERS

13

(a) Honorary Life Membership may be conferred on persons whose services to Hockey Ireland are such that entitle that person to that distinction as set out in the Membership Policy

(b) They shall have the right to receive notice of, attend, speak, but not vote at general meetings of Hockey Ireland, unless mandated through an additional role

(c) Honorary Life Membership may be suspended or withdrawn as set out in the Membership Policy.

GENERAL MEETINGS

Annual General Meetings

14. All general meetings of the Company shall be held on the island of Ireland. If the company holds a general meeting outside of the State then, unless all of the members entitled to attend and vote at such meeting consent in writing to its being held outside of the State, the company shall make provision for participation in any such meeting by the use of electronic communications technology in accordance with section 176A of the Act

15. The company shall hold a general meeting in every calendar year as its AGM at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it provided that every AGM except the first shall be held not more than fifteen months after the holding of the last preceding AGM and that so long as the Company holds its first AGM within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.

Extraordinary General Meetings

16.

(a) All general meetings other than the AGM shall be called Extraordinary General Meetings.

(b) The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on the written requisition, with cause stated, of not less than one half of the members and which at that time have the right to vote at a general meeting of the company or of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10 per cent of the total voting rights of all the members having, at the date of deposit, the right to vote at general meetings of the Company, as provided by section 178 (as modified by section 1203 in the case of an Association limited by guarantee) of the Act. Such meeting shall be held within forty-two days of requisition.

(c) The directors of a company may, whenever they think fit, convene an extraordinary general meeting. If, at any time, there are not sufficient directors capable of acting to form a quorum, any director of the company or any member of it 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

17. Subject to sections 181 and 191 of the Act, an AGM and a meeting called for the passing of a special resolution shall be called by twenty one (21) days' notice at the least, and a meeting of the Company (other than an AGM or a meeting for the passing of a special resolution) shall be called by seven(7) days' notice at the least. 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

meeting and, in the case of special business, the general nature of that business, and shall be given in the manner herein mentioned, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company;

18. 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 that meeting.

PROCEEDINGS AT GENERAL MEETINGS

19. All business shall be deemed to be special that is transacted at an Extraordinary General Meeting and all business that is transacted at an AGM shall also be deemed to be special, with the exception of the consideration of the Statutory Financial Statements and Annual Report, the Review of the Company Affairs and the Auditors, the election of the Directors and the appointment of, and the fixing of the remuneration of, the Auditors.

20. 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 twenty five (25) Full Members personally present shall constitute a quorum.

21. 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 Full 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 Full Members present shall be a quorum.

22. The Chair of the Board of Directors shall preside as Chair at every general meeting of the Company, or if the Chair is not present within 15 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 Chair the meeting.

23. If at any meeting no Director is willing to act as Chair or if no director is present within 15 minutes after the time appointed for holding the meeting, the representatives of Full Members present shall choose one of their number to be Chair of the meeting.

24. The Chair 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 an 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.

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

26. Unless a poll is so demanded, a declaration by the chair 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 proceedings of the Company shall be conclusive evidence of the

fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

27. The demand for a poll may be withdrawn.

28. Except as provided in Article 29, if a poll is duly demanded it shall be taken in such a manner as the chair directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

29. A poll demanded on the ratification or election of a chair 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 chair of the meeting directs, and any business other than that upon which a poll is demanded may be proceeded with pending the taking of the poll.

30. A resolution in writing signed by all members for the time being entitled to attend and vote on such resolution at a general meeting (or, being bodies corporate, by their duly authorised representatives) 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 for the time being entitled to attend and vote on such resolution at a general meeting.

VOTES OF MEMBERS

31. The Company shall advise members of the delegate registration process and timelines in advance of any general meeting.

32. Every Full Member who is in compliance with their membership obligations at the time of the general meeting shall be entitled to one vote

33. No member other than a Full Member duly registered, shall be entitled to vote on any question, at any general meeting.

34. 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.

35. In the case of equality of votes the Chair shall have a further or casting vote in addition to the vote to which he is entitled as a Full Member of the Company.

36. Voting by proxy shall not be permitted.

DIRECTORS

37. *Number of Directors*

There shall be a maximum of twelve (12) Directors and a minimum of eight (8) Directors with at least 40% representation of each gender on the Board or such other number as may be required for funding purposes from time to time.

38. The Board shall;

a) issue notice of all upcoming Directors vacancies as they arise and outline the process and eligibility criteria pertaining to the roles available
b) agree a process for the appointment of Chair and Vice Chair
c) set out what determines the independence or otherwise of applicants when selecting independent candidates for positions
d) request all nominations / applications to be submitted initially to a Selection Governance Committee for review of eligibility based on the criteria issued
e) set up a terms of reference for the Selection Governance Committee and request that committee to examine candidates' suitability and eligibility and make a final recommendation to the Board for its consideration and approval
f) request the membership to ratify all Directors appointments including the Chair at the next general meeting following their appointment but in the interim it may proceed with any appointments notwithstanding such ratification may not take place until a general meeting
g) allocate particular responsibilities to Directors as it deems necessary or appropriate from time to time

39. *Appointment and Rotation of Directors*

The first Directors shall be appointed by the subscribers to the Memorandum of Association and they shall hold office until the first AGM of the Company at which they shall retire but shall be eligible for re-election. At every subsequent AGM one-third of the directors for the time being or, if their number is not a multiple of three then the number nearest to one-third, shall retire from office. The directors to retire in every year shall be determined in the following order:

(a) firstly, those whose term of office has expired;

(b) thereafter, those who have confirmed in writing their irrevocable intention to resign with effect from the date of the next AGM;

(c) thereafter, those who are the longest in office since their last election;

(d) thereafter, as between persons whose last election was on the same date, the longest in office continuously since their appointment;

(e) thereafter, as between person whose last election and appointment were on the same date, as may be agreed between such persons or, in the absence of such agreement, as may be determined by the Board.

A retiring director shall be eligible for re-election subject to Article 49 (*Director Term of Office*).

40. *Remuneration and Expenses*

Subject to Article 6 of the Memorandum of Association no remuneration shall be payable under any circumstances to any of the Directors in respect of their services as Director, or on any Committee of the Directors to which the directors may delegate powers under Article 56 (*Committees*)**.** 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 in connection with the business of the Company.

41. *Bye Laws and Policies*

(a) The Directors may from time to time make, vary and repeal Bye Laws and/or Policies for the regulation of the affairs of the Company and the conduct of its officers, servants and members, and such Bye Laws and/or Policies may prescribe the subscription to be paid by Full Members and Associate Members and the privileges to be enjoyed by any member, provided that no Bye Law and/or Policy shall be made which is inconsistent with the provisions of the Act or the Constitution for the time being of the Company or which would amount to such an addition to or alteration of these Articles as could legally only be made by special resolution passed and confirmed in accordance with the Act. Any Bye Law amendment or variation made to Bye Laws pursuant to this Article 41 shall have force and effect until the next following AGM, at which time such Bye Law, amendment or variation shall cease to have effect unless ratified by an ordinary resolution of the Full Members at the AGM.

(b) The Directors shall have the power to make, vary, amend and approve policies, procedures, codes, practices and regulations for the Company and to exercise such other powers so long as they are not required by the Constitution or the Act to be exercised by the Company in general meeting and are not inconsistent with the Constitution.

42. *Attorneys*

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 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 powers 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.

43. *Execution of Instruments*

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.

44. *Minutes*

The Directors shall cause proper minutes to be kept of all appointments made by the Directors and of the proceedings of all meetings of the Company and of the directors and of Committees of the Directors and all business and resolutions transacted at such meetings, and any such minutes of any meetings, if purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated.

45. *Alternates and Proxies*

Directors may not appoint any person as their alternate or their proxy to attend or vote at Directors meetings in their place.

BORROWING POWERS

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

DISQUALIFICATION OF DIRECTORS

47. The office of Director shall be vacated if:

a) The Director holds any office or place of profit under the Company; or

b) the Director is adjudged insolvent or bankrupt in the Republic of Ireland or in Northern Ireland or Great Britain or makes any arrangement or composition with creditors generally; or

c) the Director becomes restricted or disqualified from being a director by reason of any order made under Chapters 3 or 4 of Part 14 of the Act; or

d) the Director can no longer be reasonably regarded as possessing adequate decision making capacity by reason of their health; or

e) the Director resigns office by notice in writing to the Company; or

f) the Directors term of office has come to an end; or

g) the Director fails to attend 3 consecutive meetings or 60% of meetings in a year unless the Directors determine otherwise; or

h) the Director is convicted of an indictable offence unless the Board otherwise determine, and the determination is ratified at the next held general meeting of the Company; or

i) the Director is removed by ordinary resolution passed in general meeting of the Company in accordance with Section 146 of the Act; or

j) the Director is removed by a decision of an Adjudication Committee and the decision is either not appealed or is upheld; or

k) the Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of their interest in the manner required by section 231 of the Act or Article 48.

CONFLICT OF INTEREST

48. It shall be the duty of a Director to declare all Conflicts of Interest by completing and signing the Directors Conflicts of Interest Register annually and to declare the nature of any interest at a meeting of the directors of the Company where any potential conflict real or perceived may arise

PROCEEDINGS OF DIRECTORS

49. *Director Term of Office*

Subject to Article 39 (Appointment and Rotation of Directors):
a) all Directors shall be elected for an initial term of three (3) years and may be re-elected for a further period of three years (or less), up to a maximum of six (6) years in total (including the initial term) unless (in the reasonable opinion of the Board) there are exceptional circumstances, in which case the Board may determine that such Director may stand for election for a further three (3) year period. For the purposes of this Article 49, exceptional circumstances shall include (but are not limited to) circumstances where there is an insufficient number of candidates nominated at an AGM and willing to act, such that either the total number of Directors appointed or the number of Directors of one gender appointed would fall below the minimum numbers specified in Article 37 (Number of

Directors). A Director may stand for election again provided that at least two (2) years have elapsed from the end of their previous term in office and that their cumulative time on the Board does not exceed nine years in total.

b) Directors term limits shall end at the directors third AGM after ratification by members and any reference to a term being of a period of years shall be deemed to be to such period as close to the stated term as may be, given that the company's AGM may not be held on the same day in each year.

50. *Increase to Number of Directors*

The Company may from time to time by ordinary resolution increase or reduce the number of directors within the parameters set out in Article 37 (*Number of Directors*).

51. *Appointment of Replacement Director*

The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 47 (*Removal of a Director*). Without prejudice to the powers of the Directors under Article 59 (*Appointment of Director by the Board*), a person appointed in place of a Director so removed shall be subject to retirement at the same time as if they had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

52. *Board Meetings*

The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, save that they shall hold at least six meetings each year. Proposals arising at any meeting shall be decided by a majority of votes. In case of equality of votes the Chair shall have a second or casting vote. Two (2) Directors may, and the Secretary shall, on the requisition of two Directors, summon a meeting of the Directors

53. *Quorum*

The quorum necessary for the transaction of the business of the Directors shall be 50% of the current members plus one (1).

54. *Absence of a Quorum*

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.

55. *Board Meeting Chair*

If at any meeting the Chair is not present within 15 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chair of the meeting.

56. *Committees*

a) The Directors may delegate any of its powers to committees consisting of such member or members of the Directors and such other persons as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors.

b) The Directors shall establish the following standing committees;

i. Finance Risk and Audit
ii. Governance
iii. High Performance
iv. Safeguarding

c) The Directors shall establish such other committees as may be required from time to time for the operation of Hockey Ireland

d) The Directors shall issue terms of reference (which shall be available for inspection by the Full Members) setting out the composition, function and other relevant terms governing each Committee including how such committees shall regulate meetings and proceedings

57. *Validity*

All acts done by any meeting of the directors or by any person acting as a member of the Directors or any committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.

58. *Written Resolutions of the Directors*

A resolution in writing signed by all the Directors or any committee of the Directors who are entitled to receive notice of a meeting of the Directors or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such committee duly convened and constituted.

59. *Appointment of Directors by the Board*

The Directors may at any time appoint any person to the Board of Directors either to fill a casual vacancy or as an additional director where such director has skills or expertise reasonably deemed to be required by the Board and provided that the prescribed maximum is not thereby exceeded. Any director so appointed shall retain office only until the next Annual General Meeting but shall be eligible for re-election.

SECRETARY

60. The Secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

61. 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 place of, the Secretary.

CHIEF EXECUTIVE OFFICER

62. A CEO may be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any CEO so appointed may be removed by them. The Directors shall put in place arrangements for the line management of the CEO and for the monitoring and appraisal of their performance.

63. The CEO shall not be a Director, but shall be entitled to attend all meetings of the Directors (except where their own remuneration or performance is being discussed) and shall act as principal adviser to the Directors.

PRESIDENT AND VICE PRESIDENT

64. At the AGM the Full Members shall elect a:

a) President who shall hold office for two years only from the date of such meeting. Thereafter the President will not be eligible for re-election during the period of two (2) years immediately following their Presidency. A simple majority of those present and voting at such AGM shall be required to elect or re-elect the President. The President is not a member of the Board;

b) Vice President who shall hold office for two years only from the date of such meeting. Thereafter they will be eligible for election as President immediately following their Vice Presidency but will not be eligible to stand again as Vice President for a period of two (2) years. A simple majority of those present and voting at such AGM shall be required to elect or re-elect the Vice President. The Vice President is not a member of the Board.

THE SEAL

65. 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.

ACCOUNTS

66. The Directors shall cause proper books of account to be kept relating to-

a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

b) All sales and purchases of goods by the Company; and

c) The assets and liabilities of the Company.

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

68. The books of account shall be kept at the office or at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.

69. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the directors or by the Company in general meeting.

70. The Directors shall from time to time in accordance with Part 6 of the Act cause to be prepared and to be laid before the Annual General Meeting of the Company the statutory financial statements and reports as are required by those sections to be prepared and laid before the Annual General Meeting of the Company.

71. A copy of the statutory financial statements (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company, together

with a copy of the Directors' report and auditors' report shall, not less than twenty one (21) days before the date of the Annual General Meeting, be sent to the statutory auditor and every person entitled under the provisions of the Act to receive them.

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

AUDIT

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

NOTICES

74. A notice may be given by the Company to any Full Member either personally, or by sending it by post to them to their registered address, or by sending it by e-mail to the address provided by him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 72 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent by e-mail, service of the notice shall be deemed to be effected by properly addressing and sending a message containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the message containing the same is sent and in any other case at the time at which the message would be delivered in the ordinary course of e-mail.

INDEMNITY

75. Every Director, President, Vice President and each Committee Member shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred in the execution of their duties or in relation to incurring any liability in defending proceedings, civil or criminal, while relate to anything done or omitted or alleged to have been done in their capacity as member of the Board and/or Committee provided that he or she is acquitted in proceedings, relief from liability is granted by a Court order or judgement is given in their favour without any finding or admission of any material breach of duty on their part. The Company shall cause Directors and Officers insurance to be taken out in respect of this and all payments, charges and claims shall be pre-approved by the Company in such cases.

GENERAL

76. The Directors may approve disciplinary policies for all matters pertaining to the Company and its membership. The Directors may also determine disciplinary regulations, rules and the rules of competitions as are within the control of the Company. All policies, regulations and rules shall be made available on the Company website and available on request and shall bind all members, directors, volunteers, officials and members of teams and squads, and all persons (including teams selected by other persons, clubs or provincial branches) engaged in matches or other events or roles under the auspices of the Company.

77. The Company condemns the use of prohibited substances or methods, a practice generally known in sport as doping. The rules of the Company regarding doping are the Irish AntiDoping Rules as adopted by Sport Ireland and, as amended from time to time. The rules contained in the said Irish Anti-Doping Rules shall have effect and be construed as the anti-doping rules governing Hockey in Ireland. These rules shall be binding on all persons who participate in Hockey played under the jurisdiction of the Company, or of the Provincial Branches and Clubs insofar as these are not inconsistent with the FIH Anti-Doping Regulations.

Hockey Ireland is committed to the wellbeing of all its participants and adheres to the Code of Ethics and Good Practice for Children's Sport as laid out by SI and Sport NI Hockey Ireland endorses vetting and its legislative requirements Hockey Ireland has a Safeguarding Policy which sets out full details of its safeguarding policy and vetting requirements.

78. Hockey Ireland respects the rights, dignity and worth of every person and is committed to its obligations under the Equal Status Acts 2000 -2018 which prohibit discrimination and is committed to everyone having the right to enjoy Hockey in an environment free from threat of intimidation, harassment, bullying and abuse. Hockey Ireland has approved and operates an Anti-Discrimination, Harassment and Bullying Policy available on its website and on request.

79. Any decision made by the Disciplinary Committee / Appeals Committee of the Company may be submitted exclusively by way of final appeal to Sports Dispute Solutions Ireland (SDSI) in accordance with its rules and where applicable to the Court of Arbitration for Sport (CAS) in accordance with the rules of those organisations and as set out in the company Disciplinary Policy.

AMENDMENT

80. These articles may be altered only at a general meeting by special resolution in line with the Companies Act. The Governance Committee shall consider any proposals for changes from members if submitted to it via the company secretary by 1st February in each year in advance of each general meeting. Members of staff and the Board may also make proposals to the Governance Committee at any time. Such changes shall be considered and if deemed appropriate for the Company and if in compliance with company law it shall make such recommendations to the Board for final consideration. The Board shall agree any final proposals to be put to the membership at a general meeting.

81. No addition, alteration or amendment shall be made to or in the provisions of these Articles for the time being in force, unless the same shall have been previously approved in writing by the FIH.