

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
ATHLETICS NORTHERN IRELAND (2008)
Company Number NI059740



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- of -

ATHLETICS NORTHERN IRELAND (2008)
(the "Company")

PART 1

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Accounts	audited balance sheet and income and expenditure accounts of the Company;
Act	means the Companies Act 2006;
Annual General Meeting	any annual general meeting of the Company;
Articles	means the Company's articles of association for the time being in force;
Association	any athletics association which is admitted as a member of the Company in accordance with Article 7.2.1 and the Byelaws;
Athletics Ireland	means the Athletic Association of Ireland or its successor as the governing body of athletics in Ireland;
Bankruptcy	includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Board	the Board of Management of the Company comprised of the Directors;
Board Observer Member	has the meaning given in Article 11.1;

Byelaws		has the meaning given in Article 32;
Club		any athletics club which is admitted as a Member of the Company in accordance with Article 7.2.1 and the Byelaws;
Coach		a person who is validly recognised and licensed through the Company or Athletics Ireland as an athletics coach;
Committee(s)		any such committee(s) as established by the Board from time to time;
Conflict		means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;
Director		means a director of the Company;
Document		includes, unless otherwise specified, any document sent or supplied in electronic form;
Electronic form		has the meaning given in section 1168 of the Act;
Eligible Director		means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 23) any director whose vote is not to be counted in respect of the particular matter;
Event Organiser		has the meaning given in Article 7.2.3 and the Byelaws;
Extraordinary Meeting	General	any extraordinary general meeting of the Company;
Financial Statements		such annual statement of account as are prepared by the body in question and are submitted to its members;
General Meeting		any Annual General Meeting or Extraordinary General Meeting;

Honorary Members	means a person admitted as an honorary Member of the in accordance with Article 7.2.6 and the Byelaws;
Individual	means a person admitted as an individual member of the Company in accordance with Article 7.2.2 and the Byelaws;
Interested Director	has the meaning given in Article 23.1;
Licence	a licence to hold an athletics event issued by the Company or UK Athletics to a Club, an Association or an Event Organiser;
Member	means a person or body admitted to the membership of the Company in accordance with the Articles and the Byelaws;
Official	a person who is validly recognised and licensed by the Company or Athletics Ireland as an athletics official;
Ordinary resolution	has the meaning given in section 282 of the Act;
Organised Events	athletics events with a Licence organised by the Company, a Club, an Association or by an Event Organiser;
Scrutineers	up to six tellers chosen at a General Meeting, who shall act as scrutineers in the counting of any subsequent show of hands or other vote or ballot taken at a General Meeting;
Secretary	means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
Special resolution	has the meaning given in section 283 of the Act;
Subsidiary	has the meaning given in section 1159 of the Act;

UK Athletics	means UK Athletics Limited or its successor as the governing body of athletics in the United Kingdom;
Ulster Athletic Council	means the Ulster Provincial Council (as defined in the article of association of Athletics Ireland) of Athletics Ireland;
Virtually	means by telephone link, video link, or other technology enabling all participants to communicate with one another in real time without being physically present in the same place;
Voting Members	means those classes of members with voting rights as described in Article 7.2;
World Athletics	the association of member federations which is the international authority for the sport of athletics worldwide, (formerly known as IAAF) or its successor as the world governing body of athletics; and
Writing or written	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Expressions defined in the Act have the same meaning in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.5 Unless the context required otherwise words importing the singular within these Articles includes the plural and vice versa
- 1.6 In these Articles, references to any gender shall include all genders;
- 1.7 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. OBJECTS

2.1 The objects for which the Company is established are:

- (a) to act as the governing body for athletics in all its forms (including but not limited to track and field, cross country running, road running, race walking, mountain running and ultra-running) in Northern Ireland on a not for profit basis;

- (b) to develop, encourage and promote athletics in Northern Ireland;
- (c) to promote and arrange athletics competitions;
- (d) to make and enforce rules and regulations and to formulate and issue codes of ethics and conduct for participants at all levels and to promote the observance of such rules, regulations and codes; and
- (e) to do all other things necessary or desirable for the promotion of the interests of athletics and advance the interests of the Company.

3. POWERS

- 3.1 In pursuance of the objects set out in Article 2, the Company has the power to:
- 3.1.1 determine the categories of Membership of the Company;
 - 3.1.2 consider and process all applications to the Company for Membership;
 - 3.1.3 attend to all disciplinary matters as arising within the Membership;
 - 3.1.4 establish such committees and sub-committees as it shall from time to time think fit and grant them such functions as it may determine;
 - 3.1.5 to undertake and promote training for Members;
 - 3.1.6 to undertake and promote research, surveys, studies, or other such work and publish the results;
 - 3.1.7 to publish or distribute information in any format;
 - 3.1.8 to co-operate and collaborate with other athletics and sporting bodies;
 - 3.1.9 to affiliate with UK Athletics and play a full role within the framework for athletics within the United Kingdom set down by UK Athletics;
 - 3.1.10 to collaborate with Athletics Ireland (including the Ulster Athletic Council) and to do all such acts as from time to time shall be deemed to be necessary or expedient for or in connection with athletics in Northern Ireland and the Company;
 - 3.1.11 to co-operate with the Ulster Secondary Schools Athletics Association, the Education Authority, the Department of Education, universities, colleges and other education institutions in the promotion and development of athletics;
 - 3.1.12 to oversee, monitor and evaluate the facilities in Northern Ireland used for athletics;
 - 3.1.13 to lay out, manage, equip and maintain facilities to be used for competition, teaching, coaching and administration of athletics;
 - 3.1.14 to select and co-ordinate teams to represent Northern Ireland and/or Ulster and any international athletics event where a Northern Ireland and/or Ulster team competes;

- 3.1.15 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to insure, improve, manage, develop, make planning applications, construct, repair, sell, lease, licence, grant rights and privileges of use, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.16 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Company;
- 3.1.17 to purchase or sell services as required, necessary or deemed appropriate;
- 3.1.18 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.19 collect fees from the Members;
- 3.1.20 raise funds, organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, gift, donation or otherwise;
- 3.1.21 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.22 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.23 to set aside funds for special purposes, for use as prize money for events, or as reserves against future expenditure;
- 3.1.24 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.25 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.26 to establish, participate in and/or support (financially or otherwise) groups, forums, associations, federations or organisations with purposes which are within the objects;
- 3.1.27 to set up, make grants to support individuals or charities and undertake and execute charitable trusts;

- 3.1.28 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits;
- 3.1.29 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, any trade marks, designs, patents, licenses, or other such intellectual property rights and to disclaim, alter, modify, use and grant licences or privileges in respect of same;
- 3.1.30 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may affect or advance the objects in any way;
- 3.1.31 to purchase and renew insurance on behalf of the Company against any foreseeable risk together with other such insurance policies from time to time as required;
- 3.1.32 to purchase insurance designed to indemnify the Directors against any personal liability in respect of any negligence, default, or breach of duty committed by them in their capacity as Directors provided that the terms of such insurance exclude the provision of indemnity for liability incurred:
 - 3.1.32.1 to pay a fine imposed in criminal proceedings;
 - 3.1.32.2 to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - 3.1.32.3 by a Director in defending criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or
 - 3.1.32.4 by a Director that arises out of any conduct which they knew (or must reasonably be assumed to have known) was not in the interests of the Company or in the case of which he did not care whether it was in the interests of the Company or not;
- 3.1.33 to employ paid or unpaid agents, staff, consultants or advisers to carry out the work and/or advise the Company;
- 3.1.34 to provide and contribute to superannuation or pension funds for the employees and workers of the Association or any of them or otherwise to make provision for such employees and workers, their widows and children;
- 3.1.35 to make provision for the remuneration of the Directors for the services the Directors provide to the Company as company directors and for any other service which they undertake for the Company;
- 3.1.36 to acquire, merge, amalgamate with or enter into a partnership or joint venture arrangement with another Company which shall have objects

altogether or mainly similar to those of the Company or which are for the benefit of Athletics;

- 3.1.37 to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 3.1.38 pay out of funds of the Company the costs charges and expenses of and incidental to the formation and registration of the Company; and
- 3.1.39 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.

4. INCOME

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member, Director, officer or servant of the Company for any services rendered to the Company;
 - 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 4.2.3 reasonable and proper rent for premises demised or let by any Member or Director; or
 - 4.2.4 reasonable out-of-pocket expenses properly incurred by any Director; or
 - 4.2.5 the application of the Company income as prize money for events which are in pursuance of the Company's objects.

5. WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body with objects similar to those of the Company or for any other charitable or philanthropic purposes. Such body or purposes shall be determined by resolution of the Board.

6. GUARANTEE

- 6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are Member or within one year after they cease to be a Member, for
 - 6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,
 - 6.1.2 payment of the costs, charges and expenses of the winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

PART 2

MEMBERS

7. MEMBERSHIP

7.1 The Board may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the register of Members.

7.2 The Company shall have the following classes of Members:

7.2.1 Clubs and Associations;

7.2.1.1 Membership of the Company shall be open to any Club wishing to participate in the sport of athletics and/or any Association which is not operating as a Club but which is interested in the development and furtherance of athletics within Northern Ireland and is prepared to support the objects of the Company, which are admitted as a Member by the Board following application and payment of the annual subscription fee in accordance with the Articles;

7.2.1.2 Subject to all relevant membership subscriptions being up to date as at the date of any General Meeting, each Club shall be entitled to mandate delegate(s) (who shall be an adult member of the Club) to attend any General Meeting of the Company and shall be entitled to vote on its behalf in the following proportions:

- (i) 1 – 100 Individual members: entitled to one delegate who can cast one vote (subject to the Club meeting minimum membership requirements as set out in the Bylaws from time to time);
- (ii) 101 – 200 Individual members: entitled to two delegates who can cast one vote each, or (with approval of the Board) one delegate who can cast two votes; and
- (iii) 201 plus Individual members: entitled to three delegates who can cast one vote each votes, or (with approval of the Board) one delegate who can cast three votes.

In each cases, the relevant club members must be registered with the Company as Individual Members in accordance with Article 7.2.2.

7.2.1.3 Each Association shall be entitled to mandate one delegate (who shall be an office-bearer or member of that Association) to attend any General Meeting of the Company and shall be entitled to vote on its behalf.

7.2.1.4 Each Club and Association shall provide to the Board written notice of its mandated delegate(s) no less than 7 days prior to any General Meeting of the Company.

7.2.1.5 The Board have the right to call for the production of a copy of the annual financial statements of all Clubs or Associations which shall be provided promptly and within 30 days following written request from the Board.

7.2.2 Individuals;

7.2.2.1 Individuals include any individual athlete who has been admitted as a Member by the Board following application and payment of the annual subscription fee in accordance with the Articles.

7.2.2.2 Subject to the rules of competition regarding unattached athletes (as defined by UK Athletics from time to time) the Board shall have the right to direct that an individual athlete must be a Member of the Company and/or a competing member of a Club in order to participate in any Organised Event or in any event where they are selected to represent Northern Ireland (whether via the Company or Athletics Ireland/Ulster Athletics Council). For the purposes of this Article 7.2.2.2, any individual who is a competing member for a club which is affiliated to a body affiliated directly or indirectly to World Athletics shall be deemed to be a competing member of a Club.

7.2.2.3 Individuals shall be entitled to attend any General Meeting of the Company but shall not be entitled to vote.

7.2.3 Event Organisers;

Event Organisers are organisations that plan and deliver athletic events in Northern Ireland and who have been admitted as a Member by the Board following application and payment of the annual subscription fee in accordance with the Articles. Event Organisers shall be entitled to mandate one delegate to attend any General Meeting of the Company. Such delegate shall not be entitled to vote on its behalf.

7.2.4 Coaches;

Coaches who have been admitted as a Member by the Board following application. No subscription fee shall be payable by Coaches admitted as Members in accordance with this Article 7.2.4. Coaches shall be entitled to attend any General Meeting of the Company but shall not be entitled to vote.

7.2.5 Officials;

Officials who have been admitted as a Member by the Board following application. No subscription fee shall be payable by Officials admitted as Members in accordance with this Article 7.2.5. Officials shall be entitled to attend any General Meeting of the Company but shall not be entitled to vote.

7.2.6 Honorary Members;

Those persons proposed and admitted as Honorary Members by the Board in recognition of their service to the Company and shall hold such membership status for life. Honorary Members shall be entitled to attend any General Meeting of the Company but shall not be entitled to vote. No subscription fee shall be

payable by Honorary Members admitted as Members in accordance with this Article 7.2.6.

7.3 An annual subscription fee shall be payable by the following classes of Members: Clubs and Associations; Individuals; and Event Organiser. The annual subscription fee shall be agreed by resolution at the AGM each year. Conditions relating to the annual subscription fee shall be set out within the Byelaws.

7.4 All Members must comply with the Byelaws and any codes of conduct or policies of the Company as a condition of their/its continued Membership.

7.5 Membership is not transferable and the Board shall observe the provisions of section 113 of the Act and maintain the register of Members.

7.6 Application of Members

7.6.1 The form of application for Membership of each class requiring application shall be approved by the Board, together with the appropriate subscription fee where applicable.

7.6.2 The Board may determine criteria for applicants in addition to any criteria within the Articles. The Board may withdraw or refuse an application for Membership where, acting reasonably and properly, the Board consider it to be in the best interests to refuse the application. The Board shall inform the applicant in writing of the reasons for the refusal within 21 days of the decision.

7.7 A Member shall cease to be a Member:

7.7.1 upon insolvency or bankruptcy (save for in the case of Individuals) or when they are a natural person, death;

7.7.2 on expiry of at least 21 days written notice to the Company of their intention to withdraw from the Membership. There shall be no refund or pro-rata refund of subscription fees paid at the date a Member delivers such notice;

7.7.3 if any subscription or other sum payable by the Member to the Company is not paid within six months of the due date;

7.7.4 if, at a meeting of the Board, a resolution is passed resolving that the Member be removed from the Membership on the ground that their continued Membership is harmful to, or is likely to become harmful to the interests of the Company. Such a resolution shall not be passed unless the Member has been given at least 14 days' written notice that the resolution is to be proposed, specifying the circumstances alleged to justify their/its removal, and has been afforded a reasonable opportunity of making oral or written submissions to the Board; or

7.7.5 the expulsion of a Member following completion of the disciplinary process within the Byelaws of the Company

PART 3

THE BOARD

APPOINTMENT AND REMOVAL OF THE DIRECTORS OF THE BOARD

8. NUMBER OF DIRECTORS

8.1 The Board shall not exceed twelve Directors and shall at all times include four independent Directors.

9.1 The Board shall comprise of the following Directors:

9.1.1 the Chair;

9.1.2 the Vice-Chair;

9.1.3 the Treasurer (also acting as the representative of the Audit & Risk Committee or any successor committee as the Board may direct from time to time);

9.1.4 the President of the Company (subject to the President accepting the office in accordance with Article 12.1);

9.1.5 the representative nominated by Athletics Ireland from time to time, subject to and conditional upon the right of the Company to nominate and appoint a representative as director of Athletics Ireland;

9.1.6 no less than four independent Directors; and

9.1.7 the Chairs of such Committees as the Board may direct from time to time.

9.2 No person shall be eligible for appointment as a Director:

9.2.1 unless they are over 18 years old;

9.2.2 if they have served, in aggregate, twelve years in office as Director,

10. APPOINTMENT OF DIRECTORS AND TENURE

10.1 The President of the Company appointed to the office of President by the Company in accordance with Article 12.1, shall, subject to their consent, be appointed as a Director, with the tenure of the appointment of President and Director to take effect from the same date and run concurrently. If so appointed as a Director, upon expiry of the term of office of the President pursuant to Article 12.2, the President shall automatically resign as a Director.

10.2 Athletics Ireland shall provide written notice of the details of its nominee representative to the Company Secretary within 21 days of the Company Secretary requesting said details.

10.3 The Board shall determine the eligibility criteria for the independent Director nominees, which shall be set against the requirements of Article 9.1 and identified skill needs. At a meeting of the Board, the Board shall identify nominees suitable for appointment as independent Directors, and vote upon the recommendation of such nominees. No Director may vote upon their nomination for their re-election.

- 10.4 The Appointments to the office of the Director and nominees identified pursuant to Article 10.1 to Article 10.3 above shall be put forward to the AGM for ratification by the Members or made by the Board (in accordance with Article 10.7).
- 10.5 The Board shall determine the eligibility criteria for the Committee representative nominees, which shall be set against the requirements of Article 9.1 and identified skill needs. At the first meeting of each of the Committees the members of each Committee will vote upon the recommendation of such nominees. Nominees recommended by the Committee shall be put forward to the Board for approval.
- 10.6 Each Director (other than the President whose tenure is determined by Article 10.1) shall retire from office on the fourth anniversary of the date of their appointment (or re-appointment) as a Director provided that no Director may serve more than eight consecutive years in office. Upon such retirement a Director may not be re-appointed until a period of one year has elapsed except in circumstances where the Directors determine by majority vote that it is in the interests of the Company to allow such person to be recommended for nomination at the AGM for re-appointed for one further term. Terms of office served by the Directors appointed at the date of the adoption of these Articles shall not be taken into account when determining the maximum years in office of such Directors, with such count commencing from the date of the AGM at which these Articles are adopted.
- 10.7 The Directors may at any time co-opt a person who is willing to act as a Director and meets the eligibility criteria determined by the Board to fill a vacancy in their number. A Director so appointed shall hold office until the next AGM and if not re-appointed at such AGM, shall vacate office at the end of the meeting. If appointed at such AGM, notwithstanding the term limitations set out at Article 10.5, they shall hold office until the AGM in the third year thereafter.
- 10.8 The offices of Chair, Vice Chair and Treasurer shall be appointed by the Directors at any meeting of the Board and shall serve a term of up to four years and shall be eligible for re-appointment for one further term of up to four years, subject to the maximum term of Directors set forth in Article 10.6.
- 11. BOARD OBSERVER MEMBERS:**
- 11.1 The Board may invite such number of non-voting Board Observer Members as it determines from time to time, which may include, but is not limited to:
- 11.1.1 the Chief Executive Officer of the Company;
 - 11.1.2 the Ulster Secondary Schools Athletic Association representative;
 - 11.1.3 a representative of any committees or sub-committees of the Board from time to time (other than those appointed as Directors pursuant to Article 9.1.7 above); and
 - 11.1.4 a representative of any athlete and/or para-athlete committee or group formally recognised by the Board.
- 11.2 The Board Observer Members shall be permitted to attend and participate in meetings of the Board but shall not be permitted to vote on matters submitted for a vote by the Directors at a meeting of the Board.

- 11.3 The Ulster Secondary Schools Athletic Association shall provide written notice of the details of its nominee representative to the Company Secretary within 21 days of the Company Secretary requesting said details. The nominee from Ulster Secondary Schools Athletic Association shall be considered for approval by the Board, and if so approved, admitted as a Board Observer Member.
- 11.4 The Board shall determine the eligibility criteria for the Committee representative nominees, which shall be set against the requirements of Article 9.1 and identified skill needs. At the first meeting of each of the Committees, the members of each Committee appointed at the AGM will vote upon the recommendation of such nominees. Nominees recommended by the Committee shall be put forward to the Board for ratification.
- 11.5 All Observer appointments (other than the Chief Executive Officer) shall be subject to a maximum term of four years and will not be eligible for re-appointment unless a period of one year has elapsed from their last appointment as an Observer.

12. PRESIDENT AND VICE PRESIDENT

- 12.1 Nominations for the position of Company President and Vice-President may be made by Clubs or Association members. The nominees nominated must be members of Athletics NI (whether as Individual Members, Officials or coaches) and all nominees shall be put forward to the AGM for election by the Members. In the event that no nominations are received, the Chair shall receive any oral nominations from the delegates present at the Annual general Meeting, provided that the nominee either orally or in writing consents to the nomination.
- 12.2 Such person elected by the Members as President and Vice-president shall serve for a term of two years. Subject to approval by the Members, a person may be re-appointed as President or Vice President (as applicable) provided that they shall not serve for more than four consecutive years in office. Upon such retirement the President or Vice President (as applicable) may not be re-appointed until a period of one year has elapsed from their last appointment as President or Vice President (as applicable).

13. RETIREMENT AND REMOVAL OF DIRECTORS

- 13.1 The office of any Director shall be vacated if they:
- 13.1.1 resign their office at any time by written notice to the Company;
 - 13.1.2 in the case of a Director appointed under Article 9.1.5, the nominating body Athletics Ireland revokes their nomination;
 - 13.1.3 in the case of a Director appointed under Article 9.1.7, they cease to be the Chair of the relevant Committee;
 - 13.1.4 have served their tenure set out in these Articles;
 - 13.1.5 becomes bankrupt or insolvent or makes any arrangement or composition with any creditors generally and the Board so resolves; or
 - 13.1.6 becomes of unsound mind or a patient for the purchase of any statute relating to mental health or otherwise incapacitated and the Board so resolves; or

- 13.1.7 without sufficient reason have been absent from more than four Board Meetings within a period of twelve months;
- 13.1.8 cease to be a Director by virtue of any provision of the Act or they become prohibited by law from being a Director; or
- 13.1.9 are removed by resolution of the Directors on the ground that in their reasonable opinion the Director's continued directorship is harmful to the Company, passed by a three quarters majority of all Directors. Such a resolution shall not be passed unless the subject Director has been given at least 14 days' written notice that the resolution is to be proposed, specifying the circumstances alleged to justify their removal, and has been afforded a reasonable opportunity of making oral or written submissions to the remaining Directors, who shall consider the matter in light of any such submissions.

14. COMPANY SECRETARY

- 14.1 The Board shall appoint one of the Directors or such other person as the Board sees fit to be Company Secretary of the Company and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

15. COMMITTEES

- 15.1 The Directors may establish such Committees and sub-Committees of the Company at its discretion and as resolved at a meeting of the Board.

- 15.2 In the case of delegation to Committees or sub-Committees:

- 15.2.1 the requirements for the composition of any Committee or sub-Committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify; and

- 15.2.2 the deliberations of any Committee or sub-Committee must be reported regularly to the Directors and any resolution passed or decision taken by any Committee or sub-Committee must be reported promptly to the Directors. A copy of the minutes from each meeting of the Committees and Sub-Committees shall, once agreed as a true record, be passed to the Company Secretary and shared with the Board.

- 15.3 The Board shall determine the eligibility criteria and identified skill needs for the members of the Committees and sub-Committees of the Company at its discretion from time to time. The Board shall ask the Members to identify and nominate individuals to act as members of the Committees and Sub-Committees in line with the defined eligibility criteria and identified skill needs. The nominees shall be put forward to the AGM for election by the Members. Subject to their proposed members confirming their willingness to act, the Members shall appoint the members of the Committees and sub-Committees.

- 15.4 The Board shall prepare and approve the terms of reference for each of its Committees and sub-Committees from time to time and which shall provide for matters including but not limited to the objective of the Committee, the quorum, matters which are reserved for Board approval, admission criteria for its members, the tenure of its members, provisions for removing members and procedures for

managing conflicts of interest. The members appointed to the Committees and sub-Committees agree to comply with said terms of reference.

- 15.5 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Directors and that power, authority or discretion has been delegated by the Directors to a Committee or sub-Committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the Committee or sub-Committee as the case may be.

POWERS AND RESPONSIBILITIES OF BOARD

16. DIRECTORS' GENERAL AUTHORITY

- 16.1 Subject to the Articles and to the applicable provisions for the time being of the Act, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company in any matter not reserved under these Articles for a General Meeting.
- 16.2 The Board may make Byelaws in accordance with Article 32, to include, but not limited to establishing procedures to assist with the resolution of disputes within the Company and make policy decisions in connection with athletics in Northern Ireland.
- 16.3 The Board may make decisions in respect of the Committee and sub-Committees as provided above at Article 15.

17. MEMBERS' RESERVE POWER

The Voting Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution shall invalidate anything which the Directors have done before the passing of the special resolution.

18. DIRECTORS MAY DELEGATE

- 18.1 Subject to these Articles, the directors may delegate certain tasks:

18.1.1 to such Committee, sub-Committee or employee;

18.1.2 by such means;

18.1.3 to such an extent;

18.1.4 in relation to such matters;

18.1.5 on such terms and conditions; and

18.1.6 vary or revoke such delegation at any time;

as they consider fit.

DECISION-MAKING BY THE BOARD

19. BOARD MEETINGS AND PROCEEDINGS OF THE BOARD

- 19.1 The Board shall meet at least six times per calendar year at such times and places as it shall from time to time decide (which may be held physically or, where

applicable, Virtually), provided that no more than three months shall elapse between meetings.

- 19.2 The Company shall call a Board Meeting at the request of any three Directors.
- 19.3 The Company shall give at least seven days prior written notice of the date, time and venue and, if applicable, the arrangements for accessing the meeting Virtually, of each meeting of the Board, together with the agenda, to all Directors. The accidental failure to give notice to any such person shall not invalidate the proceedings at the meeting.
- 19.4 The quorum for all meetings of the Board shall be five (which may be held physically or, where applicable, Virtually).
- 19.5 A Director shall not be counted in the quorum present at a Board Meeting in relation to a resolution on which he is not entitled to vote. If a question arises at a Board meeting as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and their ruling in relation to any Director other than themselves shall be final and conclusive.
- 19.6 All acts done by the Board or by a person acting as a Director shall notwithstanding that it be afterwards discovered that:
- 19.6.1 there was a defect in the appointment of any Director; or
 - 19.6.2 that any of them were disqualified from holding office or
 - 19.6.3 had vacated office; or
 - 19.6.4 were not entitled to vote

shall be as valid if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

20. DECISION WITHOUT A MEETING

- 20.1 A decision of the Directors is taken in accordance with this Article 20 when a simple majority of Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 20.2 A decision may, but need not, take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 20.3 A decision which is made in accordance with this Article 20 shall be valid as if it had been passed at a meeting duly convened by the Directors, provided approval from a simple majority of the Directors must be received by one person being such person as all Directors have nominated in advance for that purpose ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors.
- 20.4 A decision may not be taken in accordance with this Article 20 if the Eligible Directors would not have formed a quorum at such a meeting and notice of the questions posed was not served on all Eligible Directors.

21. CASTING VOTE

- 21.1 If the numbers of votes for and against a proposal at a Board Meeting are equal, the Chair shall have a second or casting vote.

22. DIRECTORS' CONFLICTS OF INTEREST

- 22.1 A Director must declare their interest to the Board in a situation that is reasonably likely to give rise to a Conflict unless, or except to the extent that such Conflict has already been declared.
- 22.2 If any question arises as to whether a Director has a Conflict, the question shall be decided by a majority decision of the other Directors.
- 22.3 A Director with a Conflict in a transaction or other business of a meeting of the Board must:
- 22.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the decision;
 - 22.3.2 not be counted in the quorum for that part of the meeting; and
 - 22.3.3 withdraw during the vote and have no vote on the matter; or
 - 22.3.4 in the case of a decision taken outside a meeting, only participate in the discussions leading up to the decision to such extent as in the view of the other Directors is necessary to inform the debate, and not participate in the decision itself.

23. POWER TO AUTHORISE A CONFLICT OF INTEREST

- 23.1 The Directors may, in accordance with the requirements set out in this Article 23, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching their duty to avoid Conflicts under section 175 of the Act and Article 22.3.
- 23.2 Any authorisation under this Article 23 shall be effective only if:
- 23.2.1 the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles;
 - 23.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director;
 - 23.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 23.3 Any authorisation of a Conflict under this Article 23 may (whether at the time of giving the authorisation or subsequently):
- 23.3.1 extend to any actual or potential Conflict which may reasonably be expected to arise out of the matter or situation so authorised;

- 23.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 23.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 23.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 23.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 23.3.6 permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 23.4 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 23.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

PART 4

DECISION MAKING BY MEMBERS

24. ANNUAL GENERAL MEETING

- 24.1 The Annual General Meeting of the Company shall, except in exceptional circumstances, be held annually and not more than 18 months shall pass between one AGM and the next at a venue determined by the Board (which may be held physically or, where applicable, Virtually).
- 24.2 The Company shall give at least 14 days prior written notice of the date and venue of the AGM and, if applicable, the arrangements for accessing the meeting Virtually, together with agenda, to all Clubs and Associations who are Voting Members and the Secretary of each Committee. The accidental failure to give notice to any such person or body entitled to receive such notice or to advertise within the time stipulated shall not invalidate the proceedings at the AGM.
- 24.3 The AGM shall:
 - 24.3.1 receive the annual Directors report on the activities of the Company;
 - 24.3.2 receive and adopt the Accounts and auditor's report;

- 24.3.3 elect the President and the Vice-president;
- 24.3.4 receive the resignations of Directors and approve the appointment or re-appointment of Director to the Board;
- 24.3.5 appoint auditors to audit the books of the Company;
- 24.3.6 consider and decide upon all proposed amendments to the Articles;
- 24.3.7 approve the sum of the annual Membership fees; and
- 24.3.8 consider any other competent business.

24.4 A notice calling the AGM shall be accompanied by:

- 24.4.1 an Agenda of the AGM;
- 24.4.2 a copy of the annual Director's report on the activities of the Company;
- 24.4.3 a copy of the Accounts and auditor's report;
- 24.4.4 a list of all nominations for President and Vice-President recommended by the Board;
- 24.4.5 a list of nominees for appointment to the office of Director identified pursuant to Article 10.1 and Article 10.3 and as recommended by the Board;
- 24.4.6 a list of all nominees for appointment to the Committees as recommended by the Board;
- 24.4.7 a note of proposed auditors;
- 24.4.8 any proposed changes to membership fees as determined by the Board;
- 24.4.9 any proposed amendments to Articles of Association; and
- 24.4.10 details of any other business,

and shall contain an intimation that amendments to a proposal shown on the agenda must be lodged no later 7 days prior to the date of the AGM, failing which they will be invalid.

24.4.11 The Company shall give at least 5 days written notice of the terms of each amendment received to any resolution or motion to the proposal at the AGM to all of those persons mentioned in Article 24.2. Any accidental failure to do so shall not invalidate the proceedings at the AGM.

24.4.12 Any proposal by a Club or Association (who is a Voting Member) to be put to the AGM must be received by the Company at least 21 days before the AGM and shall first be considered by the Board (if practicable) and be included as other business under article 24.4.10.

25. EXTRAORDINARY GENERAL MEETING

- 25.1 An Extraordinary General Meeting of the Company may be called either by resolution of the Board or on receipt by the Company of a requisition signed by at least ten percent of the Voting Members, or otherwise as requisitioned by the Members with voting rights in accordance with the Act.
- 25.2 The Company shall within 14 days of receipt of such request fix a date and venue of such meeting and shall give at least 21 days prior written notice of an Extraordinary General Meeting specifying the date, provided that the date shall not be more than 42 days from the date of receipt of such request. The notice of the Extraordinary General Meeting shall give the venue (which may be held physically or, where applicable, Virtually) of such meeting together with a note of the business to be transacted and shall be sent to all Clubs and Associations who are Voting Members. The accidental failure to give such notice shall not invalidate the proceedings at the Extraordinary General Meeting.

26. QUORUM FOR GENERAL MEETINGS AND ADJOURNMENT

- 26.1 The quorum for a General Meeting shall be 15 voting delegates of Clubs and Associations mandated in accordance with Article 7.2.1 (which may be held physically or, where applicable, Virtually).
- 26.2 If within thirty minutes of the time appointed for the start of the General Meeting no quorum is present the Chair shall adjourn the meeting for 14 days to a suitable place at which time the quorum shall be those mandated delegates representing Clubs and Associations who are present and the Company shall forthwith notify all Clubs and Associations of the date of the adjourned meeting.

27. CHAIRING GENERAL MEETINGS

- 27.1 At all General Meetings of the Company the Chair of the Board shall act as Chair. In the absence of the Chair at a General Meeting, any other Director may be appointed to act as the Chair of the General Meeting.

28. VOTING AT GENERAL MEETINGS

- 28.1 Unless otherwise stated in the notice of the General Meeting, all voting will be carried out by a show of voting papers.
- 28.2 Only Voting Members are permitted to utilise voting papers at General Meetings.
- 28.3 No Voting Member may exercise their vote at any General Meeting unless all subscription fees then payable by that Voting Member to the Company have been paid.

29. POLL VOTES

- 29.1 A poll may be demanded at any General Meeting by the Chair or by two or more Voting Members (in person or by proxy).
- 29.2 A poll shall be taken as the Chair directs and they may appoint Scrutineers and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.

30. PROXY NOTICES

- 30.1 Proxies may only validly be appointed by a notice in writing ("proxy notice") which:
- 30.1.1 states the name and address of the Voting Member appointing the proxy;
 - 30.1.2 identifies the person appointed to be the Voting Member's proxy and the General Meeting to which that person is appointed;
 - 30.1.3 is signed by or on behalf of the Voting Member appointing the proxy; and
 - 30.1.4 is delivered to the Company Secretary in accordance with any other instruction contained in the notice of the General Meeting to which they relate.
- 30.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 30.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 30.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 30.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the General Meeting; and
 - 30.4.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the General Meeting itself.
- 30.5 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom on whose behalf the proxy notice was given.
- 30.6 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned General Meeting to which it relates.

PART 5

MISCELLANEOUS PROVISIONS

31. MEANS OF COMMUNICATION TO BE USED

- 31.1 The Company may give notice under these Articles to a Member either:
- 31.1.1 personally; or
 - 31.1.2 by sending it by post addressed to the Member at their address; or
 - 31.1.3 by giving it in Electronic form to the Member's address.
- 31.2 A Member who does not register an address with the Company shall not be entitled to receive any notice from the Company.
- 31.3 A Member present at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

- 31.4 Proof that an envelope containing notice was properly addressed and posted shall be conclusive evidence that notice was given.
- 31.5 Proof that an Electronic form notice was given shall be conclusive where the Company can demonstrate it was properly addressed and sent in accordance with Section 1147 of the Act.
- 31.6 In accordance with section 1147 of the Act, notice shall be deemed to be given:
- 31.6.1 48 hours after the envelope containing it was posted; or
- 31.6.2 In the case of an Electronic form notice, 48 hours after it was sent.

32. BYELAWS

The Board may establish and amend from time to time byelaws/rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions, admission criteria for Members, codes of conduct, disciplinary procedures, anti-doping policy and rules of competition) which shall be the Byelaws. If there is a conflict between the terms of these Articles and any Byelaws established under this Article, the terms of these Articles shall prevail.

33. ACCOUNTS

- 33.1 The Directors shall prepare for each financial year the Accounts as required by the Act and otherwise comply with the requirements of the Act as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of annual reports, annual returns and annual statements of account.

34. MINUTES

- 34.1 The Directors shall keep minutes of all:
- 34.1.1 appointments of officers made by the Directors;
- 34.1.2 proceedings at General Meetings of the Company;
- 34.1.3 meetings of the Directors and Committees, including:
- (a) the names of the Directors and others present at such meetings;
- (b) the decisions at the meetings; and
- (c) where appropriate, the reasons for the decisions.
- 34.1.4 where decisions of the Directors are taken by electronic means, a record of such decisions in permanent form, so that they may be read with the naked eye.

35. INDEMNITY

- 35.1 Subject to the provision is of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Board or other officer or

official appointed by the Company shall be indemnified out of the assets of the Company against:

35.1.1 any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company; and

35.1.2 all costs, charges, losses, expenses and liabilities incurred in the execution of their duties.

36. CHANGE OF COMPANY NAME

36.1 The name of the Company may be changed by:

36.1.1 a decision of the Directors; or

36.1.2 a special resolution of the Voting Members;

or otherwise in accordance with the Act.