

MEMORANDUM AND ARTICLES

OF

ASSOCIATION

ATHLETICS NORTHERN IRELAND (2008)

THE COMPANIES (NORTHERN IRELAND) ORDER 1986 to 1990

COMPANY LIMITED BY GUARANTEE

UPDATED VERSION October 2019

Amendments approved 16th October 2019 at AGM

J Allen – signed _____

D Abrahams – signed _____

THIS COMPANY HAS BEEN FORMED BY THE COMPANY SHOP

79 CHICHESTER STREET BELFAST BT1 4JE

TEL 028 9055 9955

THE COMPANIES (NORTHERN IRELAND) ORDER 1986

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

ATHLETICS NORTHERN IRELAND (2008)

- 1 The name of the Company (hereinafter called “the Company”) is “ATHLETICS NORTHERN IRELAND (2008)”.
- 2 The registered office of the Company will be situated in Northern Ireland.
- 3 The objects for which the Company is established are to act as the governing body for athletics in Northern Ireland, *on a not for profit basis*, and as such to foster, develop and control the sport of athletics in Northern Ireland; to promote annual championships and arrange such other competitions as may be considered desirable; to establish and enforce rules for competition; to provide for the coaching of athletics; to organise or assist in organising courses and gradings for officials; to affiliate to UK Athletics Limited in all matters affecting the administration and development of athletics in the UK; to advance and safeguard the interests of athletics in Northern Ireland and those of the Company, to affiliate, if necessary, to the Athletic Association of Ireland and to do all such acts and things 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, and in furtherance of these objects the Company shall have power:-
- 4 In furtherance of the said objects, but not further or otherwise, the Company shall have power to:
 - a. Decide on categories of membership
 - b. Consider and deal with all applications for membership
 - c. Deal with disciplinary matters
 - d. Establish such committees as it shall from time to time think fit and grant them such functions as it may determine
 - e. Establish a Council and to it grant such functions as it may determine
 - f. Purchase or sell any goods or services to further the objects of the Company
 - g. Borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit, to give indemnities and to guarantee and/or give security for payment of money by or the performance of obligations of all kinds by any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Holding Company of the Company or another subsidiary of such Holding Company or a subsidiary of the Company all as defined by the Companies (NI) order 1986 or any statutory amendment or re-enactment thereof for the time being in force or any Company associated with the Company in business or by reason of common shareholdings or

otherwise and in security of such guarantees to assign, dispo, convey, mortgage, pledge or charge the whole or any part of the undertaking, property, assets or revenue of the Company including uncalled capital.

- h. Raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, gift, donation or otherwise
- i. Draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts
- j. Invest moneys of the Company note immediately required for its purposes in or upon such investments, securities, or property as may be thought fit
- k. Make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any trusts, affiliated clubs or associations or institutions which are for the benefit of athletics
- l. Undertake and execute charitable trusts
- m. Engage and pay any person or persons whether on a full or part time basis or whether as consultant or employee, to supervise, organise, carry on the work of and/or advise the Company
- n. Make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants
- o. Purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and construct, maintain and alter buildings or erections
- p. Sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company and to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property
- q. Print and publish any newspapers, periodicals, books, articles or leaflets
- r. Amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company or which are for the benefit of Athletics and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their Members at least to the same extent as such payments or distributions are prohibited by this Memorandum of Association
- s. Pay out of funds of the Company the costs charges and expenses of and incidental to the formation and registration of the Company
- t. Do all such other lawful things as will further the attainment of the objects of the Company or any of them as the Board of Management thinks fit.

5 The liability of the Members is limited

6 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the company contracted before they cease to be a Member and of 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 and not exceeding **£1 (one pound)**.

- 7 The Company may resolve in a resolution passed by three quarters of the maximum number of eligible votes at an Extraordinary General Meeting called for the specific purpose, to terminate its operation and wind itself up, and further may resolve in like manner to amalgamate with any companies, or unincorporated associations or bodies which shall have objects altogether or mainly similar to those of the Company or which are for the benefit of athletics in Northern Ireland.
- 8 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among members of the Company but shall be given or transferred to some other institution or institutions having similar objects to those of the Company or for any other charitable or philanthropic purposes approved by the Board of Management.

We, the subscribers to this memorandum of association, wish to be formed in to a company pursuant to this memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS

Mr Robert Rea
36 Ravelston Avenue
Carnmoney
Glengormley
BT36 6PF

Mr John Allen
106 Cumberland Rd
Dundonald
Co Down
BT16 2BB

Mr Roy Corry
18 Tudor Oaks
Banbridge
Co Down
BT32 4LP

Dated 25/05/2006

Witness to the above signatures: Mr Desmond Palmer
79 Chichester Street
Belfast
BT1 4JE

Updated version signed by Directors:

J Allen _____ Date ___14.11.19___

D Abrahams _____ Date ___14.11.19___

**THE COMPANIES (NORTHERN IRELAND) ORDER 1986
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
of
ATHLETICS NORTHERN IRELAND (2008)**

GENERAL

Regulations 2 to 35 inclusive, 54, 55, 57, 59, 102 to 108 inclusive, 110, 114, 116 and 117 of table A, shall not apply to the company but the articles hereinafter contained and, subject to the modifications herein expressed, the remaining regulations of Table A shall constitute the articles of association of the company.

1. INTERPRETATION

1.1. The following terms shall for the purposes of these Articles bear the meanings set opposite them:

AAI	The Athletic Association of Ireland
Accounts	Audited balance sheet and income and expenditure accounts
The Act	The Companies (NI) Order 1986 and as further modified by statutory modification or re-enactment for the time being in force
Articles	These Articles of Association, as they may be amended from time to time
Annual General Meeting	any annual general meeting of the Company
Associate	any organisation or association affiliated to the Company
Board	the Board of Management of the Company
Board Members	members of the Board of Management
Club or Clubs	any Club which is a member of the Company
Coach or Coaches	a person or persons who is or are recognised by UK Athletics or AAI as a coach
Athletic Committees	the committees that organise and supervise and coordinate athletics in Northern Ireland in the following categories: Track & Field Competitions, Cross Country & Road Running and Mountain Running
Discipline or Disciplines of Athletics	the following are disciplines of Athletics: Cross Country Running Mountain Running Track and Field Race Walking

	Road Running Trail Running Ultra Running
Extraordinary General Meeting	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
IAAF	International Association of Athletic Federations
Official or Officials	a person or persons who is or are recognised by UK Athletics or AAI as an official
Organised Events	Events organised by the Company or by a Member
Scrutineers	Up to six tellers chosen by the 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
UK Athletics	UK Athletics Limited or its successor as the governing body of athletics in the United Kingdom

In these Articles where the context so requires, references to the plural shall include the singular and vice versa. Words importing the masculine gender shall include the feminine.

1.2 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the company shall, if not consistent with the subject or context, bear same meanings as in these Articles.

2 MEMBERSHIP

The company shall have two categories of members namely:

Club and

Associate.

2.1 Club

- 2.1.1 Membership of the Company shall be open to any Club wishing to participate in the sport of athletics which is admitted as a member by the Board
- 2.1.2 Each Club shall be entitled to mandate one delegate, who shall be a member of that Club, to attend any General Meeting, speak and vote on its behalf
- 2.1.3 Any club with more than 15 registered athletes as members on 31st December preceeding any General meeting shall be entitled to mandate a second delegate, who shall be a member of that club, to speak and vote on its behalf.

2.2 Associate

- 2.2.1 Associate membership of the Company shall be open to any association, organisation or charity which is not operating as an athletics 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 and is admitted membership by the Board.
- 2.2.2 Each such association or organisation, or charity shall be entitled to mandate one delegate who shall be an office bearer or member of that Associate, to attend any General Meeting and speak on its behalf.

2.3 Application for Membership

- 2.3.1 Applications for Club or Associate membership of the Company shall be made on a form determined by the Board and accompanied by payment of the appropriate fee. Applications for Club membership will be accepted provisionally in the first instance. Membership may be withdrawn if, within 9 months of affiliation, the Club is unable to satisfy the board that it has met the minimum criteria for the operation on an Athletic Club as approved by the board.
- 2.3.2 The Board may on cause shown refuse any application for membership
- 2.3.3 Membership of the Company means that the company shall have jurisdiction over the Club, Associate on any matter affecting athletics in Northern Ireland. In particular where the Company whether by itself or through a disciplinary tribunal set up under Article 9 of these articles, makes

a decision, it shall be the duty of that Club or Associate member to comply with it. Membership also means that the Club or Associate member must comply with any byelaws, standing orders, codes of conduct or policy decisions made by the Board.

2.4 Resignation

2.4.1 Clubs or associates intending to withdraw from membership of the Company must intimate their intentions in writing to the Company at least 21 days before the AGM, failing which they shall be liable for the current year's fees.

2.5 Deemed Resignation

2.5.1 Any Club or Associate member of the Company shall be deemed to have resigned if the appropriate subscription has not been paid within six months of the due date.

3 STRUCTURE

3.1 Management

The affairs of the Company shall be managed by the Board, which shall have power generally to act for the Company in any matter not reserved under these articles for a General Meeting. The Board may make byelaws and standing orders, approved codes of conduct and make policy decisions in connection with athletics in Northern Ireland.

3.2 Membership of the Board

3.2.1 The Board shall consist of:

- a) The Chair of the Board
- b) Vice Chair
- c) Treasurer
- d) The Chair of each Committee or other person appointed by the Committee
- e) A representative of the Ulster Secondary Schools Athletic Association
- f) A representative of the Athletic Association of Ireland
- g) Any other person up to a maximum of four appointed by the Board

3.2.2 All persons mentioned in Article 3.2.1 shall be directors of the Company for the purpose of the Act. The cessation of office (for whatever reason) of a person holding a position set out at article 3.2.1 a, b, c, d, e, and f shall be

deemed to be an intimation that that person has resigned as a director with effect from the date of cessation

- 3.2.3 Any casual vacancy on the Board may be filled by the Board at its discretion. Any casual vacancy arising among Committees shall be filled by the Committees. A Board Member so appointed shall hold office only until the next following Annual General Meeting. If not reappointed at such Annual General Meeting, the Board Member shall vacate office at the conclusion thereof.
- 3.2.4 The Board shall appoint one of the Board members or such other person as the Board sees fit to be Company Secretary of the Company
- 3.2.5 The maximum period of continuous service in any role shall be six years

3.3 Officers of the Board

The Chair, Vice Chair and Treasurer shall be appointed by the Board. The tenure of each post shall be three years, but he or she shall be eligible for reappointment. The maximum period of continuous service by the Chair, Vice Chair or Treasurer shall be six years.

3.4 The Committees

- 3.4.1 The Board may establish the Committees for each Discipline of Athletics and for Officials. The operation of the day to day business shall thereupon be delegated to the appropriate Committee. The Committee shall operate in accordance with rules made by each Committee and approved by the Board
- 3.4.2 The Board may also establish such other committees and with such rules of operation and terms of reference as it sees fit
- 3.4.3 Each Committee shall consist of a Chair and a Secretary and such other members as the board considers necessary to facilitate the efficient management of that Committee. Such persons must continue to remain eligible to stand for re-appointment each year
- 3.4.4 In exceptional circumstances where a Committee is unable to act, the Board may make temporary arrangements to allow the business of the Committee to be carried on.

3.5 Election of President, Vice Presidents and Officers

- 3.5.1 Any person may be elected to the post of Honorary President and Honorary Vice-Presidents and appointed to the posts of Chair, Vice Chair and Treasurer. Any persons elected or appointed must be a member of a Club or an Associate of the Company. Nominations for the posts of President or Vice Presidents may be made by Clubs or Associates of the Company. Nominations must reach the Company not later than 30 days prior to the Annual General Meeting.
- 3.5.2 In the event that no written nomination is 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
- 3.5.3 The President and Vice Presidents shall be elected for a period of two years. A maximum of two people may hold the post of Vice President simultaneously.
- The Chair, Vice Chair and Treasurer shall be appointed for a period of three years and shall be eligible for re-appointment provided this does not contravene article 3.3.

3.6 Appointment of Board Members

The committee representatives shall be nominated by the appropriate committee as soon as possible following the Annual General Meeting. The nominations from the Athletic Association of Ireland and Schools Association shall be made by these organisations as soon as possible following the Annual General Meeting.

3.7 Board Meetings

- 3.7.1 The Board shall meet at least six times per calendar year at such times and places as it shall from time to time decide, provided that no more than three months shall elapse between meetings
- 3.7.2 The Company shall give at least seven days prior written notice of the date, time and venue of each meeting of the Board, together with the agenda, to all Board Members. The accidental failure to give notice to any such person shall not invalidate the proceedings at the meeting.
- 3.7.3 The quorum for all meetings of the Board shall be five.

3.8 Disclosure of Interest

- 3.8.1 Any person being nominated to the Board or being elected or nominated to any Committee who has any financial interest in a member of such Committee, state in writing to the Company all such interest. no person having made such a statement of financial interest shall act as a Board member or as a member of a Committee until notified of acceptance of membership of the Board or the committee. The Board or the Committee as the case may be may attach such conditions of membership for nomination to the Board or to the Committee. The above provisions shall apply in like manner (mutatis mutandis) to any Board Member or member of a Committee who, subsequent to nomination or appointment as the case may be, acquires any member of a Committee to fulfil these provisions shall automatically disqualify such person from the Board or Committee.
- 3.8.2 Each Board Member shall disclose to the Board in writing any interest (whether direct or indirect) in any contract or proposed contract being considered by the Board and shall refrain from discussion or voting upon such business.
- 3.8.3 No Board Member shall take any loan from the Company.
- 3.8.4 No Board Member shall use any information obtained as a Board Member for personal gain.

3.9 Minutes

A copy of the minutes from each meeting of the Board together with a copy of the minutes from each meeting of the Board and all Committees shall, once agreed as a true record, be lodged at the headquarters of the Company.

3.10 Proceedings of the Board

- 3.10.1 Subject to the provisions in these Articles, the Board may regulate its proceedings as it thinks fit. The Company at the request of any three Board Members shall call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Board Member who is absent from the United Kingdom or Republic of Ireland.

- 3.10.2 All acts done by the Board or by a person acting as a Board Member shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid if every such person had been duly appointed and was qualified and had continued to be a Board Member and had been entitled to vote.
- 3.10.3 Save as otherwise provided by these Articles, a Board Member shall not vote at a Board meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interest of the Company unless his interest or duty arises only because the case falls with one or more of the following:
- a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to or an obligation incurred by him for the benefit of the Company
 - b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the company for which the Board Member has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by giving of security.
 - c) the resolution relates in any way to a retirement benefits scheme which has been approved or is conditional upon approval by the Board of Inland Revenue for taxation purposes

For the purposes of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when the Article becomes binding on the Company) connected with a Board Member shall be treated as an interest of the Board Member.

- 3.10.4 A Board Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote
- 3.10.5 If a question arises at a Board meeting as to the right of a Board Member to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and his ruling in relation to any Board Member other than himself shall be final and conclusive.

3.10.6 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.

3.11 Removed

4 Removal of Board Members

The office of any Board Member shall be vacated:

- a) if by notice in writing to the Company the Board Member resigns; or
- b) if the Board Member becomes bankrupt or insolvent or makes any arrangement or composition with any creditors generally and the Board so resolves; or
- c) if the Board Member 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
- d) if for more than six months a Board Member has been absent, without permission of the Board, from meetings of the Board during that period and the Board so resolves; or
- e) he/she ceases to be a director by virtue of any provision in the Act or he becomes prohibited by law from being a director

5 GENERAL MEETINGS

5.1 Annual General Meeting

- 5.1.1 The Annual General Meeting of the Company shall except in exceptional circumstances be held no later than October in each year at a venue determined by the Board.
- 5.1.2 The Company shall give at least 28 days prior written notice of the date and venue of the AGM, together with agenda, to all Clubs and Associates who are 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.
- 5.1.3 The AGM shall:
 - a) Receive and adopt the annual report
 - b) Receive and adopt the Accounts and auditor's report
 - c) Elect the Honorary President and Vice Presidents.

- d) Elect the members of the Committees
- e) Appoint auditors to audit the books of the Company
- f) Consider and decide upon all proposed amendments to Articles
- g) Decide the annual membership fees
- h) Decide non member race levies
- i) Consider any other competent business

5.1.4 The notice calling the AGM shall be accompanied by:

- a) A copy of the annual report, Accounts and auditors' report
- b) A list of all nominations for Honorary President and Honorary Vice Presidents.
- c) A note of proposed auditors
- d) Any proposed changes to membership fees
- e) Any proposed amendments to the articles
- f) Any proposed rule changes
- g) Details of any other business

And shall contain an intimation that amendments to a proposal shown on the agenda must be lodged no later than 14 days prior to the date of the AGM failing which they will be invalid

5.1.5 The Company shall give at least 10 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 5.1.2. Any accidental failure to do so shall not invalidate the proceedings at the Annual General Meeting

5.1.6 Any proposal by a Club or Associate who is a member to be put to the AGM must be received by the Company at least 30 days before the AGM and shall first be considered by the Board (if practicable) and be included as other business under article 5.1.4 g).

5.2 Extraordinary General Meeting

5.2.1 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 the duly authorised office bearer of seven Clubs or Associates who are members (or a combination of any of these requiring that an Extraordinary General Meeting be held and specifying the business to be transacted thereat.

- 5.2.2 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 of such meeting together with a note of the business to be transacted and shall be sent to all Clubs and Associates who are members. The accidental failure to give such notice shall not invalidate the proceedings at the Extraordinary General Meeting.
- 5.2.3 Only mandated delegates may vote at an Extraordinary General Meeting. To have the power to vote a delegate must produce at the meeting the mandate signed by the secretary (or any other office bearer) of the Club or Associate being represented. The mandate must not be signed by the delegate.

6 Procedure at General Meetings

- 6.1** At all General Meetings of the Company the Chair of the Board shall act as Chair. In the absence of the Chair, any other Board Member appointed by the meeting shall act as chair. No business shall be discussed at general meetings if it is not on the agenda other than business proposed under 5.1.3 i) (other competent business) which is approved by a majority of the maximum number of eligible votes cast for consideration at the meeting and no amendments shall be competent to proposals before the meeting unless lodged with the Company at least 14 days prior to the date of the meeting.
- 6.2** No Club or Associate shall vote at any General Meeting unless all membership fees presently payable by the Club or Associate have been paid.
- 6.3** The quorum for a General Meeting shall be 15 mandated delegates of Clubs and Associates. If within thirty minutes of the time appointed for the start of the 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 or Associates who are present and the Company shall forthwith notify all Clubs and Associates of the date of the adjourned meeting.
- 6.4** Except here otherwise stated in the notice calling a General Meeting, all voting will be carried out by a show of voting papers. Voting papers shall only be utilised by mandated delegates of Clubs and Associates. Each Club in attendance in person and entitled to vote shall have one vote at any General Meeting and in addition one further vote for

Clubs with more than 15 registered members at 31 December prior to the General Meeting. The majority required to pass any resolution or motion shall, except as otherwise provided in these Articles, be a simple majority of the maximum number of eligible votes cast.

- 6.5** When a motion and one amendment only are before the meeting, a vote shall be taken between the motion and the amendment.
- 6.6** When a motion and two or more amendments are before the meeting, the vote shall be taken upon all the proposals.
- 6.7** If a proposal receives the support of a majority of the maximum number of eligible votes cast it shall be declared to be the decision of the meeting but, in the event of none of the proposals receiving the support of such a majority, the proposal which has received the least support shall be dropped and the vote shall be taken anew upon the remaining proposals and so on until one proposal has received the support of such a majority whereupon it shall be declared to be the decision of the meeting. In the event of the votes for two or more proposals being equal, there shall be a vote on which of the proposals is to be dropped.
- 6.8** Before or upon the declaration of the result on a show of voting papers, a delegate may request a secret ballot and if the proposal is seconded, a secret ballot shall be called. The decision of the chair on whether the request has been made timeously shall be final.
- 6.9** If a secret ballot is demanded and seconded, the chair shall call for a secret ballot and shall ask the Scrutineers to issue, collect and count the ballot papers.
- 6.10** The chair's intimation of the result, either on a show of voting papers or on a secret ballot shall be final, except in the case of manifest error.
- 6.11** The Board may enact standing orders to regulate the procedure at General Meetings.

7 FINANCE

7.1 Financial Year

The financial year of the Company shall end on 31st March in each year.

7.2 Accounts

- 7.2.1** A balance sheet and income and expenditure accounts as will be required to give a true and fair view of the Company's financial affairs and its assets and liabilities shall be prepared in respect of each financial year and shall be audited by a suitably qualified auditor.

7.2.2 Except in exceptional circumstances the Accounts shall be laid before the Annual General Meeting within six months of the end of each financial year.

7.2.3 The auditor of the Company shall be appointed at the Annual General Meeting. The auditor shall retire annually, but shall continue to hold office until the conclusion of the next Annual General Meeting and shall be eligible for re-appointment.

7.3 Annual Club and Membership Fees

All annual Club and Associate membership fees for the following year shall be set at the Annual General Meeting. Any Club failing to make payment by 31st December shall not be entitled to any of the rights and privileges of membership of the Company nor shall its members be allowed to compete until the subscription is paid.

8 INDEMNITY

Subject to the provision is of the Act, but without prejudice to any indemnity to which a member of the Board may otherwise be entitled, every member of the Board or other officer or official appointed by the Company shall be indemnified out of the assets of the Company against

- a) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and
- b) all costs, charges, losses, expenses and liabilities incurred in the execution of his duties.

9 DISCIPLINARY ACTION

9.1 In this Article, the subject of the complaint is hereinafter as “the accused”. The Company shall have jurisdiction to discipline any Club or Associate who is a member and also any person who is an individual member of any Club or Associate, in circumstances where their conduct is or may be detrimental or injurious to the interests of the Company or athletics in Northern Ireland or contravenes any codes of conduct or practice approved by the Board and currently in force. Disciplinary action may be initiated by the Board itself or by any person whether or not a member of the Company and whether or not a member of the Board making a complaint in writing (hereinafter referred to as a “complaint”). Where information is received by the Company from which it appears that the Accused has been convicted by any Court of a relevant act or omission, the disciplinary tribunal shall deal with this information as if it were a complaint against the Accused. The complaint shall be investigated by a disciplinary

tribunal comprising of a legally qualified chair and two other persons who are each appointed by the Board. The disciplinary tribunal may seek the views of a Commission before investigating a complaint further.

- 9.2** At any time either prior to or after disciplinary action being commenced the Chair may in the interests of athletics in Northern Ireland if there exists a *prima facie* case make an interim suspension order against an individual person the effect of which is to prevent that person from acting as an official of a Club or Associate, acting as a coach, competing as an athlete or acting as an athletics official. The interim suspension so ordered by the Chair will continue until the outcome of the disciplinary action is known or until the Board makes a decision to rescind the order.
- 9.3** On receiving a complaint, the disciplinary tribunal shall consider it and may from time to time and either before or after fixing a day for hearing the complaint, require the complainer to supply such further information and documents in support of the complaint as the disciplinary tribunal thinks fit. In any case, where in the opinion of the disciplinary tribunal no *prima facie* case against the Accused is disclosed, the disciplinary tribunal may without further procedure and whether or not an opportunity to supply further information and documents may have been given to the complainer, make an order in writing dismissing the complaint. The disciplinary tribunal may in the case where the complainer is a Club or Associate member of the Company order the complainer to pay the Company a sum fixed by the disciplinary tribunal as expenses if in the opinion of the disciplinary tribunal the complaint is frivolous or vexatious.
- 9.4** If in the opinion of the disciplinary tribunal any complaint as originally lodged or supplemented by the complainer discloses a *prima facie* case, the disciplinary tribunal shall serve a full copy of the complaint as supplemented, if appropriate, and shall allow answers to be lodged within such time as the disciplinary tribunal may appoint. If answers are lodged the disciplinary tribunal may send a copy thereof to the complainer. On the expiry of the date appointed for lodging answers and whether answers have been lodged or not, the disciplinary tribunal, if when considering the documents lodged, are of the opinion that no further action by the disciplinary tribunal is called for, may make an order dismissing the complaint but otherwise the disciplinary tribunal shall fix a day for hearing the complaint and shall serve a notice thereof on the Accused. The day, time and place to be fixed for the hearing shall be at the discretion of the disciplinary tribunal but the Accused shall be entitled to at least 21 days notice thereof unless the disciplinary tribunal and the Accused agree to proceed on shorter notice.

- 9.5** Any notice given by the disciplinary tribunal shall be sent by Recorded Delivery Post to the Accused at the last known address of the Accused. If the whereabouts of the Accused is unknown, the disciplinary tribunal shall cause an appropriate notice to be inserted in a newspaper circulating in the area where the Accused last resided provided that no newspaper advertisement shall be required if the Accused last resided outside Northern Ireland.
- 9.6** The Accused shall be entitled to inspect all documents to be considered by the disciplinary tribunal.
- 9.7** The Accused shall be entitled to lead, at the hearing of the complaint, such evidence as is relevant. If the Accused fails to appear at the hearing, the disciplinary tribunal may proceed to hear and determine the complaint in the absence of the Accused.
- 9.8** The disciplinary tribunal shall announce its decision as soon as reasonably practicable after the complaint has been considered by them. If the decision of the disciplinary tribunal is not pronounced on the day of the hearing, it shall not be necessary to hold a hearing for the purpose of announcing that decision but whether such a hearing be held or not, a full copy of the decision certified by the Chair of the disciplinary tribunal shall be sent forthwith to the Accused.
- 9.9** The disciplinary tribunal may, if satisfied that the Accused has been guilty of misconduct or the Accused has been convicted by any court of a relevant act or omission:
- a) Order the name of the Accused be struck off the list of coaches and/or officials, or order that the Accused be excluded from coaching, officiating, from being a member of a Club or Associate or from competing as an athlete and/or
 - b) order that the Accused be suspended from athletics for such time as the disciplinary tribunal may determine and/or
 - c) Censure the Accused.
- 9.10** Where the disciplinary tribunal orders the indefinite suspension of the Accused from involvement in athletics the Accused may make an application at any time, not less than one year after the date of suspension, for the tribunal to reconsider the continued suspension of the Accused.
- 9.11** In the event that the Accused is dissatisfied with a decision of the disciplinary tribunal, he may (subject to any other right of appeal the Accused may otherwise have to UK Athletics) appeal to the Sports Dispute Resolution Panel within a thirty days of the decision of the disciplinary tribunal. The appeal will be subject to the rules and regulations of the Sports Dispute Resolution Panel as enacted from time to time. The

decision of the Sports Dispute Resolution Panel on the appeal shall be final. When issuing its decision the disciplinary tribunal shall provide the Accused with the appropriate information regarding appeals. A fee of £50 shall be paid to the Company on an appeal being lodged which shall be refunded to the Accused if the decision of the disciplinary tribunal is overturned by the Sports Dispute Resolution Panel. The Company may publicise any decision taken by the disciplinary tribunal.

10 DUTIES OF CLUBS AND ASSOCIATE MEMBERS

- 10.1** It shall be the duty of the secretary of any Club or Associate who is a member on assuming office to report immediately his name, address, and telephone number to the Company. Until such change has been intimated, all communications sent to the former secretary shall be valid and binding on the Club or Associate member.
- 10.2** The Board shall have the right to call for the production of a copy of the annual financial statements of all clubs or Associates within such time limit as it deems appropriate.

11 AMENDMENTS TO ARTICLES

- 11.1** These Articles may be amended by the Members at any time by resolution passed at a General Meeting of the Company
- 11.2** Any motion to amend articles shall be proposed and seconded by two Clubs or Associates or by a Commission and submitted in writing to the Company.
- 11.3** The Board may also submit to a General Meeting motions to amend Articles.
- 11.4** These Articles can only be amended by a resolution of at least three quarters of the maximum number of eligible votes cast.
- 11.5** Nothing in this Article shall prevent any Club, Associate the Board or any Committee from proposing amendments to Articles and requisitioning an Extraordinary General Meeting for the purposes of considering such a proposal.

NAMES AND ADDRESSES OF SUBSCRIBERS

Mr Robert Rea
36 Ravelston Avenue
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Glengormley
BT36 6PF

Mr John Allen
106 Cumberland Rd
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BT16 2BB

Mr Roy Corry
18 Tudor Oaks
Banbridge
Co Down
BT32 4LP

Dated 25/05/2006

Witness to the above signatures:

Mr Desmond Palmer
79 Chichester Street
Belfast
BT1 4JE

Updated version approved:

J Allen _____

Date ___ 14.11.19 ___

D Abrahams _____

Date ___ 14.11.19 ___