

COMPANIES ACT 2014

CONSTITUTION OF

SHANDON BOAT CLUB COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

1. Interpretation

The words standing in the first column of the table next hereinafter set out shall bear the meaning opposite to them:

The Company	Shandon Boat Club Company Limited by Guarantee
The Act	The Companies Act 2014.
The Presents	This Constitution as originally framed or as from time to time altered by special resolution.
The Office	The registered office of the Company.
Committee Member	A duly elected or co-opted member of the Committee of the Company hereby constituted
The Committee	The Committee of the Company or the members of the Committee present at a duly convened meeting of the Committee at which a quorum is present.
The President	The President for the time being as elected in accordance with this Constitution.
The Secretary	The Secretary for the time being as elected in accordance with this Constitution.
The Treasurer	The Treasurer for the time being as elected in accordance with this Constitution.
The Captain	The Captain for the time being as elected in accordance with this Constitution.
Voting Member	A member of the Company, being a Life Member or an Ordinary Member or a Club Member, who is entitled to vote in accordance with this Constitution.
Month	Calendar Month
In Writing	Written or produced by any process for producing words in visible form.

Officers	Officers of the Company shall mean the President, the Captain, the Secretary and the Treasurer.
Directors	The Directors of the Company appointed from time to time in accordance with this Constitution.
Subscription Year	The period commencing on the 1 st November and ending on the 31 st October of the following year unless otherwise decided by the Committee.

Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine shall include the feminine gender. Words importing persons shall include corporations.

Save as aforesaid, any words or expressions defined in the Act, if not inconsistent with the subject or context, shall bear the same meaning in these presents.

Reference herein to any provision of the Act shall be a reference to such provision as modified by any statute for the time being in force.

2. **Name**

The name of the company is: **Shandon Boat Club Company Limited by Guarantee**

3. **Companies Act 2014**

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

4. **Main Object**

The main object for which the company is established is to promote the sport of rowing (“Main Object”).

5. **Powers**

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

5.1. To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.

- 5.2. To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- 5.3. To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 5.4. To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- 5.5. To employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
- 5.6. To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
- 5.7. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- 5.8. To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the promotion, protection or encouragement of its Main Object and to vary investments.
- 5.9. To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- 5.10. To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 5.11. To invest and deal with monies and property of the Company not immediately required in such manner as will most effectively provide funds for the advancement

and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder.

- 5.12. To invest in such ways as shall seem desirable to the Directors, Officer and Committee Members any moneys of the Company not immediately required for the use in connection with its Main Object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purposes.
- 5.13. To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- 5.14. To draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 5.15. To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
- 5.16. To insure any or all of the Directors, Officers, Committee Members against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions.
- 5.17. To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 5.18. To pay all expenses of and incidental to the incorporation and establishment of the Company.
- 5.19. To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- 5.20. To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

PROVIDED THAT:

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- (b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not in furtherance of the Main Object.

5.21. Subject to the provisions (so far as applicable) of the Act the activities of the Company may be commenced as soon after the incorporation of the Company as the Committee shall think fit.

5.22. The Office shall be at such place in the Republic of Ireland as the Committee shall from time to time appoint

6. **Income and Property**

The income and property of the Company shall be applied solely towards the promotion of its main object as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company. No Directors, Officer or Committee Member appointed to any office of the Company shall be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

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

7. **Changes to the Constitution**

7.1. For making any new provision, or altering the Constitution, it is required that it be proposed and approved at Annual General Meeting or a Special General Meeting called for this purpose. The Committee shall be deemed competent to amend any article which must be amended to comply with any statute and to re-organise and/or renumber articles of this Constitution without having to refer such re-organisation or renumbering to the

Voting Members of the Company.

- 7.2. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

8. **Winding Up**

- 8.1. Should circumstances arise which would render it expedient to dissolve the Company a power to that effect shall be vested in a special general meeting composed of not less than fifty percent of the Voting Members. Such resolution must be carried by three-fourths of the Voting Members present.
- 8.2. If upon the winding up or dissolution of the Company there remains after satisfaction of all debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under and by virtue of the Income and Property clause hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

9. **Limited Liability**

The liability of the members is limited.

10. **Undertaking to Contribute**

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for

- 10.1.1. payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and
 - 10.1.2. the adjustment of the rights of the contributories among themselves,
- such amount as may be required, not exceeding €1.

ARTICLES OF ASSOCIATION

PRELIMINARY

1. Members

- 1.1. The subscribers to the Constitution and such other persons as shall be admitted to membership in accordance with these presents, and none others, shall be members of the Company and shall be entered in a register of members accordingly.
- 1.2. The Committee may from time to time register an increase of members.
- 1.3. There shall be five classes of members of the Company, namely:
 - 1.3.1. Ordinary Members
 - 1.3.2. Junior Members;
 - 1.3.3. Club Members;
 - 1.3.4. Associate Members;
 - 1.3.5. Life Members
- 1.4. An **ordinary member** shall be any member on or over the age of 18 years on the 1st January of the Subscription Year who wishes to be eligible to row competitively for the Company. An Ordinary Member shall have the right to attend all general meetings and shall have voting powers, may serve on the Committee and may use Company rowing equipment subject to the approval of the Captain.
- 1.5. A **junior member** shall be any member aged 17 years or under on the 31st December of the Subscription Year who wishes to be eligible to row competitively for the Company. A junior member shall have the right to attend all general meetings and to be elected on the Committee but will not have the voting powers. A junior member may use the Company rowing equipment subject to the approval of the Captain.
- 1.6. A **club member** will not be eligible to row competitively for the Company but may row for pleasure, subject to permission of the Captain and under any rules and regulations that the Committee may set from time to time.
- 1.7. An **associate member** will be the parent of a junior member or the spouse of an ordinary or club member. An associate member shall be deemed to be automatically elected. He or she shall be entitled to attend all general meetings of the Company and to be elected on Committee but will not be entitled to vote at such meetings. The membership fee of an associate member shall be deemed to be included in the standard membership fee of the respective ordinary, junior or club member. An associate member may not use the Company rowing equipment and will not be required to contribute to the assets of the Company in the event of a winding-up.
- 1.8. A **life member** will be a member of twenty-five years ordinary and/or junior and/or club membership. Such member will be automatically elected by the Committee as a life member;

or

A **life member** shall be an individual who in recognition of outstanding overall contribution to the Company is unanimously recommended by the Committee at the Annual General Meeting or at a Special General Meeting of the Company and who, following such recommendation, is elected as a life member at such Annual General Meeting or Special General Meeting.

A life member may use the rowing equipment of the Company, subject to the approval of the Captain.

- 1.9. Except in exceptional circumstances no ordinary or junior member may compete for another Rowing Ireland affiliated club while a member of the Company. The determination of what constitutes exceptional circumstances shall be made by the Committee on application for such consideration by the Committee.
- 1.10. Every member shall use his or her best endeavours to promote the objects and interests of the Company and shall observe all the Company's regulations affecting him or her contained in or effective pursuant to these Presents or as may be issued by the Committee in accordance with the provisions herein.
- 1.11. The rights of every member shall be personal to that member and shall not be transferable, transmissible or chargeable by such members own act, by operation of law or otherwise
- 1.12. A member shall immediately cease to be a member upon the happening of any one of the events following, namely:-
 - 1.12.1. If the member shall resign membership verbally or in writing.
 - 1.12.2. If the member shall die or become incapable by reason of mental disorder from managing or administering their property and affairs.
 - 1.12.3. If the member shall fail to perform any obligation binding upon such member under these presents for one month after notice in writing requiring that member to do so shall have been served upon them by the Company and if the Committee by resolution passed by a majority of not less than three-fourths of the Committee Members present and voting at a meeting of the Committee of which notice specifying the intention to propose the resolution has been given, shall resolve that the members membership be terminated.
- 1.13. A register shall be kept by the Company containing the names and addresses of all the members, together with such other particulars as may be required by the Act.
- 1.14. Any member who for any cause whatsoever shall cease to be a member shall remain liable for and shall pay to the Company all moneys which may become payable by him or her by virtue of his or her liability under the Constitution.

2. Election of Members

- 2.1. Candidates for admission for ordinary, junior or club membership shall be elected by the Committee as follows:
 - 2.1.1. The name, address and date of birth of each candidate shall be given to the Secretary along with the category of membership for which that individual is applying.
 - 2.1.2. The election to membership must be agreed by a majority at a meeting of the Committee. A candidate once excluded shall not be proposed again for the space of one month from the date of exclusion and a candidate twice excluded shall not again be eligible for consideration for the Subscription Year.
 - 2.1.3. No candidate shall be deemed unsuitable for membership on the basis of gender, sexual orientation, physical disability, nationality, race, creed or age subject only to a minimum age of 12 years on the date of election which may be waived at the discretion of the Committee.
 - 2.1.4. The subscription fee is payable on the date of election.
- 2.2. Temporary Company membership for introductory periods may be offered by an Officer of the Company at a fee and for a limited period, such fee and period to be determined from time to time by the Committee.
- 2.3. The Company membership Subscription Year shall commence on the 1st November and finish on the 31st October of the following year unless otherwise decided by the Committee.

3. Company Committee

- 3.1. The management of the Company shall be in the hands of the Committee which shall consist of the Officers and eight members of the Company (or such other number as the Committee may decide). The subscribers to the Constitution shall be the first Committee Members. All Officers and Committee Members will be members of the Company.
- 3.2. The business and affairs of the Company shall be managed by the Committee which may pay all expenses incurred in promoting and registering the Company and (subject as hereinafter provided) may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in general meeting, subject nevertheless to these Presents, to the provisions of the Act. No regulation made by the Company in General Meeting shall invalidate any prior act of the Committee which would have been valid if such regulation had not been made. The general powers given by this article shall not be limited or restricted by any special authority or power given to the Committee by any other article.
- 3.3. No member of the Committee of the Company may be an active member of another Rowing Ireland affiliated club.
- 3.4. The Committee shall cause minutes to be made in books provided for the purposes:-

- 3.4.1. of all appointments of Officers made by the Committee; and
 - 3.4.2. of the names of the Committee Members present at every meeting of the Committee and any sub-committee of the Committee; and
 - 3.4.3. of all resolutions and proceedings at all meetings of the Company, of the Committee of the Company and of all sub-committees of the Committee.
- 3.5. Any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.
 - 3.6. The minutes of any general meeting of the Company shall be circulated to members within one month of the meeting and shall be re-circulated in advance of, and taken as read at, the next General Meeting.
 - 3.7. The Committee may from time to time make vary and repeal rules and regulations relating to the affairs of the Company its Officers, members and servants and the Committee shall conduct the activities of the Company in accordance with such rules and regulations provided that no rule or regulation shall be made inconsistent with this Constitution.
 - 3.8. No Committee member shall be liable for any loss to the property of the Company arising by reason of any improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other Committee member hereof although the employment of such agent was strictly not necessary or expedient or by reason of any mistake.

4. Election of Officers, Committee Members and Company Directors

- 4.1. The Officers and Committee shall be elected at the Annual General Meeting
- 4.2. Any vacancy occurring during the Subscription Year shall be filled by the Committee.
- 4.3. Only members of at least one year's standing will be eligible for election as Officers of the Committee.
- 4.4. Nominations for election as an Officer or Committee member must be received by the Secretary at least two weeks in advance of the Annual General Meeting. Nominations for election must be proposed and seconded by at least two Voting Members. In the absence of nominations being received before this date, the President (or chair of the meeting should that person be different) may, at the Presidents sole discretion, take later nominations including nominations at the meeting.
- 4.5. The Committee shall at their first meeting after the Annual General Meeting of the Company appoint:
 - 4.5.1. two Committee members of 18 years and over to hold the position of Directors of the Company; and

4.5.2. the elected Secretary, to act as Secretary of the Company

all of which appointments shall be for the purpose of the Act and for the proper management of the affairs of the Company.

- 4.6. The Directors and Secretary shall be appointed for a 12 month term, and at the next Annual General Meeting shall either be reappointed or replaced by new Directors and Secretary at the discretion of the Committee elected at that Annual General Meeting.
- 4.7. The Committee may by majority vote, from time to time, remove, replace or dismiss such Directors and appoint another or others in their place or places.

5. **Role of Elected and Other Officers**

- 5.1. The **President** shall chair meetings of the Committee, ensure that Company rules and Constitution are followed, that all appropriate policies are in place and oversee the planning for, and implementation of, the long term development of the Company.
- 5.2. The **Captain** shall be responsible to the Committee for all rowing affairs of the Company and shall manage all coaching arrangements. No Company equipment may be used by any group or persons within the Company without the permission of the Captain. The Captain shall have the power to form crews which he or she may delegate to the coach appointed to each crew.

The Captain shall appoint a coach to each crew in training, who shall be a member of the Company. The Captain will ensure that the Company coaches are of appropriate qualifications and expertise, are mentored and developed, are allocated to appropriate squads and are performing satisfactorily in the coaching of Company rowers.

Should any dispute arise as regards rowing in any particular boat or boats, this will be settled by the Captain or the coach designated by the Captain, or in their absence any Company Officer present.

- 5.3. **The Secretary** shall attend to the general business of the Company, guided by the Committee and under their direction enforce the rules and regulations. All communications made to the Secretary in his or her official capacity will be submitted to the Committee. The Secretary shall keep a record of all the proceedings of the Company and all decisions of the Committee, keep the necessary books, including the register of members, for the transactions of the Company's business and carry out the instructions of the Committee. The Secretary shall ensure that Company information and Company news is circulated in an appropriate manner and at a reasonable frequency to all members and shall issue all general meeting of the Company notices and documentation. The Secretary shall be responsible for Company member registration with Rowing Ireland and for submission of entries to competitive rowing events. The Secretary shall, on request, submit a list of members of the Company at the Annual General Meeting.

The Secretary of the Committee if appointed Company Secretary by the Committee, or if not him or her the individual so appointed, shall comply with all the obligations of a Secretary as set out in the Act.

- 5.4. The **Treasurer** shall receive all monies and make all payments on behalf of the Company and shall give and keep account of receipts. No payments over €500.00 shall be made until passed by the Committee. The Treasurer shall keep correct accounts and books showing the financial affairs and receipts and disbursements of the Company and shall present at each meeting of the Committee a statement of affairs. Budgets for all Company events and activities must be signed off in advance by the Treasurer and presented for approval to the Committee. The Treasurer shall furnish a statement of the finances of the Company as approved by the Committee to the Annual General Meeting for confirmation.
- 5.5. The **Safety Advisor** shall advise the Committee on all matters relating to safety and will oversee the implementation of any action required in relation to health and safety issues in the Company. The Safety Advisor shall maintain a safety incident log.
- 5.6. The **Child Safety Officer** shall advise the Committee on the protection and welfare of children in the Company. The Child Safety Officer will promote a code of ethics & good practice within the Company which prioritises children's needs, The Child Safety Officer will be familiar with the relevant best practice child welfare and protection codes and guidelines, and have an understanding of relevant child welfare/protection legislation.
- 5.7. Where resources, needs and interest allow, the Committee will designate other roles to members including, but not limited to, vice-captain, vice-treasurer, assistant-secretary, head-coach, equipment-manager, volunteer coordinator, house and grounds officer, social events coordinator, public relations officer, kit officer, disciplinary officer. In each case the Committee will clarify, in writing, the duties and expectations inherent in the role.
- 5.8. **All Officers** shall have the power of appointing substitutes during their temporary absence; such substitutes to be approved by the Committee.
- 5.9. **The Directors** shall act in accordance with the directions of the Committee and shall execute and perform their duties in accordance with the Act, and where there is any conflict between the directions of the Committee and the provisions of the Act, then the Directors shall be obliged to comply with the provisions of the Act.

6. **Management of Committee Meetings**

- 6.1. The Committee may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it shall think fit. Unless and until otherwise determined by the Committee questions arising at any meeting shall be determined by the affirmative vote of a simple majority. The Secretary on the requisition of not less than two of the members of the Committee shall at any time summon a meeting of the Committee.
- 6.2. Five days' notice at the least specifying the place, the day and the hour of meeting and enclosing the agenda of the business to be discussed at the meeting shall be given of every meeting of the Committee.
- 6.3. However, if in the opinion of the President, it shall be expedient to call a meeting on short notice for the discussion of urgent business, the meeting may be called on forty-eight hours' notice if the notice is given by telephone or email.

- 6.4. The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and unless and until so fixed shall be five, with one of that number being an Officer.
- 6.5. No business not mentioned in the agenda mentioned in Article 12.2 shall be transacted at any meeting of the Committee unless allowed by the Chairman of the meeting.
- 6.6. If at any meeting of the Committee the President is not present the members of the Committee present shall choose one of their number to be Chairman of the meeting.
- 6.7. The Committee may delegate any of its powers to sub-committees at least one of whose members shall be a Committee Member as it may think fit and may appoint a chairman to such sub-committee. In the exercise of the powers so delegated any sub-committee so formed shall conform to any regulations which may be imposed on it by the Committee. All acts and proceedings of sub-committees to which powers are delegated as aforesaid shall be reported to the Committee and confirmed by its as soon as possible after they occur.
- 6.8. In default of the appointment by the Committee members of a chairman, a sub-committee may elect a chairman of its meetings;
- 6.9. A sub-committee may meet and adjourn as it shall think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present. A sub-committee shall have power fix its own quorum which may but need not include a Committee Member, but except to such extent the meetings and proceedings of a sub-committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Committee so far as the same are applicable thereto and are not superseded by any regulations imposed by the Committee under or by the provisions of the preceding Articles.
- 6.10. All acts bona fide done at any Committee or sub-committee meeting or by any person acting as a Committee Member, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Committee Member or person acting as aforesaid or that he or she or any of them was ineligible or had vacated office, shall be as valid as if every such person had been duly appointed and was eligible and had continued to be a Committee Member.
- 6.11. No motion to be entertained unless seconded. The chair shall put the question, and shall have a casting vote if necessary
- 6.12. All meetings shall be minuted and the minutes agreed at the following Committee meeting.

7. General Meetings of the Company

- 7.1. General meetings of the Company consist of the Annual General Meeting and any Special General Meetings called under Rule 13.3
- 7.2. The President shall take the chair at all general meetings at which the President is present. In the Presidents absence the members present shall elect a chair from among the elected Company Officers present. In the absence of any Company Officer the meeting will be

postponed. In all circumstances, the chairman shall have a casting vote as well as a deliberate one.

- 7.3. The Annual General Meeting of the Company, of which not less than four weeks' notice shall be given by the Secretary, will be held in September and in any case not later than the 30th November in any calendar year for the purpose of:
 - 7.3.1. Considering reports for the preceding Subscription Year from the President, Captain, Secretary and Treasurer. The Treasurer's report shall contain summary draft accounts for the preceding year ending August of the current Subscription Year. These reports shall be circulated with the meeting notification and shall include, where relevant, reports on the work of the other Committee Members.
 - 7.3.2. Election of Company Officers and Committee Members for the coming year;
 - 7.3.3. The transaction of any other business of a general nature that may arise.
- 7.4. Special general meetings may be summoned by the Committee or on a requisition signed by twenty of the Voting Members, stating the business proposed to be discussed at such meeting. Such requisition must be handed to the Secretary who shall give members at least seven clear days' notice of such meeting. Only the business specified in the requisition may be discussed at the meeting.
- 7.5. No motion at any general meeting of the Company to be entertained unless proposed and seconded by a Voting Member. Proposer to address the Chair who shall put the question.
- 7.6. Any decisions made by majority resolution at a special general meeting shall be subject to approval at the annual general meeting before coming into effect unless otherwise determined by a majority at a Committee meeting.
- 7.7. All voting at Company general meetings shall be by ballot and no vote at any meeting shall be taken by proxy.
- 7.8. Twelve voting members shall provide a quorum for all general meetings of the Company.
- 7.9. The agenda and papers for the annual general meeting, including all nominations for Officer and Committee positions and all proposals for consideration at the meeting to be circulated by the Secretary to all members at least one week in advance of the meeting.
- 7.10. Proposals to change or add to the rules of the Company can only be made at the annual general meeting or at a special general meeting called for that purpose. Any such proposal to be proposed and seconded by a members eligible to vote and must be received by the Secretary at least two weeks in advance of the date of the meeting.
- 7.11. On a show of hands every Voting Member present in person shall have one vote, and on a poll every Voting Member present in person shall have one vote. Junior members and associate members shall be entitled to attend but not to vote at any meeting.
- 7.12. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes, any such objection made in due

time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

7.13. On a poll votes must be given personally.

8. **Subscription Fees**

8.1. The annual subscription for ordinary, club and junior members shall be at the option of the Committee.

8.2. The annual subscription shall be payable with membership application or at the option of the Committee and annually thereafter on the first day of the Subscription Year. Any member three months in arrears shall thereupon cease to belong to the Company, and such individual shall be struck off the list of members.

9. **Behaviour and Discipline**

9.1. The Company shall publish and communicate to all members a code of behaviour and a company disciplinary procedure. All members are required to comply with both the word and the spirit of the code of behaviour and with the rules of the Company.

9.2. Any member who is wilfully in breach of the Constitution or code of behaviour or other Company rules or who brings the Company into disrepute or who otherwise disturbs the harmony of the Company, shall be subject to censure as outlined in the Company disciplinary procedure.

10. **Crews**

10.1. The cox in any coxed boat shall have command of the crew or in a coxless boat the member rowing stroke oar, provided the Captain is not a member of the crew.

10.2. Any crew member guilty of insubordination may be reported to the Committee, who shall have power to discipline such member in accordance with the Company disciplinary procedure.

10.3. Crews in training shall have priority of the use of equipment and of the slip.

10.4. If a crew is training under the immediate direction of a coach then the coach shall assume authority over that crew.

11. **Competition**

11.1. All crews sent by the Company to contend at a public regatta, shall be formed or approved by the Captain in consultation with the relevant coaches.

11.2. No member will be allowed to enter a boat at any regatta, to compete for or against the Company, without the permission of the Captain or the Committee of the Company.

11.3. Any member acting or rowing or steering in competition, not strictly confined to amateurs (of which the Committee shall be judges) shall, ipso facto, cease to be a member of the Company.

11.4. All cups and prizes won by crews, competing in the name of the Company, shall become the property of the Company. The necessary expense of such crews may, at the option of the Committee, be defrayed by the Company.

12. Rowing Ireland

12.1. The Company shall affiliate to Rowing Ireland and shall pay annual affiliation fees as levied from time to time by Rowing Ireland.

12.2. All ordinary and junior members will be required to register, and remain so registered, with Rowing Ireland according to the rules of Rowing Ireland.

12.3. The Committee shall nominate one or more delegates to attend general meetings of Rowing Ireland and to represent the views of the Company at such meetings as mandated by the Committee.

13. Equipment

13.1. No boat will be admitted to the boat house unless by permission of the Committee or removed unless by permission from the owner, owners, or Committee of the Company; the Company accepting no liability.

13.2. Members shall be responsible for any loss or damage, through wilfulness or neglect, done to any Company property while in their charge. The amount will be determined by the Committee. Any member refusing to abide by their decision shall be liable to expulsion from the Company and to legal proceedings instituted for recovery of the amount so determined.

13.3. The Committee will levy a charge, at its discretion, on any member for storage of private boats or other equipment on Company premises.

14. Use of Facilities by other Companies or Organisations

14.1. The Committee may from time to time enter into agreement with other organisations or individuals to allow members of such organisations or individuals to avail of the facilities or equipment of the Company. Licences, fees or rental charges as deemed appropriate will be set by the Committee in relation to each individual case.

14.2. The Committee will ensure that any agreement, licence or contract will not in any way inhibit the right and freedom of the Company to gain free and unfettered access to and use of, its site, facilities and equipment. No such agreement shall be entered into, or by extension of time or use allowed to become an agreement, which in any way gives rights to another organisation or individual to the use by law of the site, facilities or equipment of the Company.

14.3. Any organisation or individual to whom such a licence, agreement or contract is given will be bound to use such site, facilities or equipment in accordance with the rules, direction and practices of the Company.

14.4. Exceptions to 14.2 of this rule shall only be made in a special general meeting, called for that purpose. Such resolution must be carried by three-fourths of the members present.

15. Visitors

15.1. Members shall have the privilege of introducing their friends to all the privileges of the Company. Visitors not to be introduced more frequently than twice in one month or four times in any one year.

15.2. The Committee or Officers are empowered to exclude objectionable visitors.

16. Confidentiality

No member shall divulge or discuss outside the Company, any information officially communicated to that individual regarding Company business or any circumstances relating to ballots or to any differences which may arise between members of the Company.

17. Correspondence

All letters posted to the postal addresses, or emails sent to email addresses given by the members shall be considered delivered.

18. Notice of Rules

The Constitution and rules of the Company shall be posted on the Company website.

19. Seal

The Seal shall not be affixed to any instrument except by the authority of a resolution of the Committee or of a sub-committee of the Committee established for the purpose and shall be so affixed in the presence of at least one Committee member and of the Secretary or another Committee Member or such person as the Committee may from time to time appoint for the purpose, and such member and Secretary or other Committee Member or person aforesaid shall sign every instrument to which the Seal is so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

20. Accounts

20.1. The Committee and Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.

20.2. The Accounting records shall be kept by the Treasurer or by some person authorised by the Committee at such place or places as the Committee may think fit and shall at all reasonable times be open to the inspection of the Committee and Directors of the Company and by other persons entitled pursuant to the Act.

20.3. The Committee and Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to the

inspection of its members not being Committee Members or Directors. No member (not being a Committee Member or Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors and Committee or by the Company in general meeting.

20.4. The Committee and Directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company as are required by the Act to be prepared and laid before the annual general meeting of the Company.

20.5. A copy of the statutory financial statements of the Company and any required reports to be attached thereto shall, not less than twenty-one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

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

21. **Audit**

21.1. Auditors shall be appointed by the Committee at the first meeting of the Committee after the annual general meeting and shall be appointed for a term of 12 months and then reaffirmed or replaced following each Annual General Meeting thereafter.

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

22. **Notices**

22.1. Any notices or other document may be served by the Company on any member at the discretion of the Company:

22.1.1. by hand delivery to the member; or

22.1.2. by email to the email address of such member as appearing in the register of members; or

22.1.3. by sending the same through the post in a prepaid envelope addressed to such member at his registered address as appearing in the register of members.

22.2. Any notice or other document which pursuant to these presents is required to be served by any member on the Company may be served by:

22.2.1. hand delivery to the Office addressed to the Secretary; or

22.2.2. sending the same through the post in a prepaid envelope addressed to the Secretary of the Company at the Office; or

22.2.3. by email to the Secretary at the email address of the Secretary published on the Company web site.

22.3. Any notice or other document, if served by post, shall be deemed to have been served on the day following that on which the envelope containing the same is put into the post, and in proving such services it shall be sufficient to prove that such envelope was properly addressed, stamped and posted.

22.4. Any notice or other document if sent by email shall be deemed to have been served on the date the email is sent.

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

Names, Addresses and Descriptions of Subscribers
--

Andrew Harrington
35, Clover Lawn, Skehard Road, Blackrock, Cork

Neil Alcock
69 Delford Drive, Rochestown Road, Cork

Noel Carey
33 Willow Gardens, Brooklodge, Glanmire, County
Cork

George Costello
Castlewhite, Waterfall, County Cork

Henrick Merz
Roancarrig, Knock Na Horgan, Glanmire, County Cork

Tom Rose
18 Waldin, Grange Heights, Douglas, Cork

John Cashell
20 Cahergal Avenue, Ballyvolane Road, Cork

Frank Coghlan
Torc, Rochestown Road, Cork

Michael Looney
14 Cahergal Ave., Ballyvolane Road, Cork

John Sheehan
26, Rowan Hill, Mount Oval Village, Rochestown, Cork

Stephen O' Sullivan
23 Belvedere Lawn Douglas Road, Cork

Mark Chu
Whitethorn Cottage, Rathcooney, Co Cork

Sandra Deady
Ballinrea, Carrigline, County Cork

Miriam Dineen
52 Clovelawn, Skehard Road, Blackrock, County Cork

Dated this day of 2018

Signature of Witness to the above signatures: -

Name of the Witness:

Address of the witness

