

CONSTITUTION
of the
IRISH DODGEBALL ASSOCIATION

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION

IRISH DODGEBALL ASSOCIATION COMPANY LIMITED BY GUARANTEE

1. The name of the Company is **Irish Dodgeball Association Company Limited by Guarantee**.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The registered office of the Company is situated in the Republic of Ireland.
4. The main objective for the Irish Dodgeball Association is to act as the governing, administrative and controlling body for any type of dodgeball in the Republic of Ireland. This includes, but is not limited to, cloth dodgeball, foam dodgeball, trampoline dodgeball, beach dodgeball, wheelchair dodgeball, and rubber dodgeball. The Company is to have the ultimate responsibility for the national and international aspects of the promotion and governance of dodgeball in the Republic of Ireland.
5. The subsidiary objectives of the Company, which must be exercised in furtherance of the main objectives of the Company, are the following:
 - a) To be recognised by the World Dodgeball Federation (WDBF) and the European Dodgeball Federation (EDF) as the national governing body for dodgeball in the Republic of Ireland and as having ultimate responsibility for the national and international aspects of dodgeball in the Republic of Ireland. The constitution of the Company is to be read in conjunction with the constitution of the World Dodgeball Federation and the European Dodgeball Federation.
 - b) To develop and implement plans, policies, and strategies for the development and promotion of dodgeball in the Republic of Ireland at all levels.
 - c) To develop and produce developmental, technical, educational and promotional publications, resources and programmes for all members.
 - d) To enable Republic of Ireland teams to compete in international dodgeball tournaments to the highest level, and to develop the performance of players, umpires and officials to the highest level.
 - e) To ensure that dodgeball participants comply with all relevant statutory requirements.
 - f) To provide national leadership to the dodgeball community and facilitate the consistent application of dodgeball regulations in the Republic of Ireland.
 - g) To obtain, secure and manage financial resources for dodgeball in the Republic of Ireland.

- h) To seek grants, sponsorship, broadcasting and other sources of revenue.
- i) To organise matches and tournaments in the Republic of Ireland and elsewhere, including the development and management of programmes of international matches for teams representing the Republic of Ireland, and the organisation of international matches and tournaments in the Republic of Ireland.
- j) To authorise, at its discretion, members of teams and individuals who have been selected or approved to participate in international events.
- k) To approve and sanction the dates of international events in the Republic of Ireland.
- l) To authorise non-national players to take part in national and international events.
- m) To send or approve invitations to other national governing bodies, teams, counties, and provinces to take part in dodgeball matches and championships in the Republic of Ireland.
- n) To represent the Republic of Ireland through membership of the WDBF, EDF and other international dodgeball bodies, and to discharge all the duties and responsibilities of membership of such bodies.
- o) To develop partnerships with dodgeball bodies and national governing bodies of dodgeball in other countries.
- p) To work with dodgeball clubs in the Republic of Ireland and other stakeholders on the management and promotion of dodgeball.
- q) Where appropriate to adopt the rules and procedures of the WDBF and EDF. As appropriate, members shall be required to comply with the rules and procedures.
- r) To implement and manage national databases and systems.
- s) To assume the funds, assets, rights, debts and liabilities of the unincorporated association of the “Ireland Dodgeball Association”.
- t) To support the aims, ideals and principles of the Olympic movement, working with other bodies for the inclusion of dodgeball on the program of the Olympic Games.
- u) To support the aims, ideals and principles of the Commission of Education, Youth, Sport and Culture of the European Union.
- v) To ensure all acts are without discrimination of country or person on grounds of race, religion, sex or politics.

6. The following are the powers of the Company:

- a) The appointed board has the ultimate and supreme legislative authority in respect of the affairs of the Irish Dodgeball Association, which it shall exercise in accordance with the attached Articles. The Board is responsible for formulating and overseeing implementation of the Irish Dodgeball Association strategic plan and application of policy decisions in accordance with the provisions of the Articles. In the event of any inconsistency the Articles shall prevail.
- b) Funds, securities and other property belonging to or at the disposal of the Board may be invested in any property or class of security or securities without any restrictions whatsoever and shall be made in the names of any nominee company as may be from time to time be decided by the Board. The nominees or nominee company (as the case may be) shall have the custody of all securities and documents of title relating to the investment, but such investments nevertheless remain at the disposal of the Irish Dodgeball Association acting by the Board.
- c) Without limiting the generality of the foregoing, the Irish Dodgeball Association acting by the Board shall have the power to purchase, or take a lease or licence of, any real or personal property, and shall have the power to authorise the sale, exchange, lease, mortgage, charge, or other disposition of or dealing with any such property.
- d) The Board may appoint one or more of its executives or any nominee company (which may be the Company) to act in legal proceedings in the name of and on behalf of the Irish Dodgeball Association on such terms (whether as to costs or otherwise) as the Board may determine.
- e) The Irish Dodgeball Association acting by the Board may enter into whatever business or contractual arrangements it deems necessary, proper and prudent within its resources to carry out its duties.
- f) Any contract, as set out in the previous article, extending more than three months beyond the date of an AGM must be noted by the AGM.
- g) The Irish Dodgeball Association acting by the Board are permitted to effect insurances and to take such other measures, as may be considered necessary or expedient for the purposes of safeguarding and securing the Company and its directors, members, employees and people using its premises and any property of which the Company may be a trustee, manager, agent or custodian, against liability, loss and damage of every description.
- h) Any Contract or agreement or dispute involving the Irish Dodgeball Association and its membership, suppliers, agents, or associates or any contracting parties is to be governed by the laws of the Republic of Ireland.

7. The income and property of the Company shall be applied solely towards the promotion of its main objects set forth in this Memorandum of Association. No portion of the Company's income and property shall be transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
 - a) Reasonable and proper remuneration to any member, officer or servant of the company (not being a Director) for any services rendered to the Company;
 - b) Interest at any rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
 - c) Reasonable and proper rent for premises let by any member of the Company (including any Director) to the Company;
 - d) Reasonable and proper out-of-pocket expenses incurred by any Director in connection with 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 a Director may be a member holding not more than one-hundredth part of the issued capital of such Company.
8. The liability of the members is limited.
9. Every member of the Company entitled to attend and vote at general meetings of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €1.
10. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liability, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property should be given or transferred to some other institution or institutions having main objectives similar to the main objectives of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as it imposed on the Company under or by virtue of clause 7 of this Memorandum. Members of the Company entitled to attend and vote at general meetings of the Company shall select the relevant institution or institutions at or before the time of dissolution and if insofar as effect cannot be given to such provision, then the property shall be given or transferred to some charitable object.
11. Annual audited accounts shall be kept and made available to the Revenue Commissioners upon request.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION OF THE IRISH DODGEBALL ASSOCIATION A COMPANY
LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

The following regulations shall apply to the Company.

INTERPRETATION

Act means the Companies Act 2014.

Affiliated Member means an individual who has been approved for affiliated membership as detailed in Article 2.

AGM refers to Annual General Meeting.

Articles mean the Articles of the Irish Dodgeball Association forming part of the Constitution.

Associate Member means an associate member of the Irish Dodgeball Association as outlined in Article 1.

Board refers to the Board of Directors.

Board Chairman means the Chairperson of the Irish Dodgeball Association.

Board Committee means any committee appointed by the Board in accordance with the Rules.

Club means an organisation that is either a full member, or in the process of attaining full membership, of the Irish Dodgeball Association.

Committees mean the Board Committees and the Operating Committees.

Constitution means the constitution of the Irish Dodgeball Association as may be amended from time to time, made up of the Memorandum of Association and the Articles.

Directors mean the members of the Board of Directors of the Irish Dodgeball Association, or the directors present at a meeting of the Board of Directors, and include any person occupying the position of director by whatever name called.

EGM refers to Extraordinary General Meeting.

Finance Officer means the person elected to fulfil this role within the Irish Dodgeball Association in accordance with the Articles.

Full Members are Clubs who have satisfied the membership criteria of the Irish Dodgeball Association, as detailed in Article 2.5.

Honorary Members means persons conferred with honorary life membership of the Irish Dodgeball Association.

Player means an individual who is a member of a club.

Sport Ireland means the statutory agency for sport in the Republic of Ireland.

1. Membership:

1. The number of members with which the company proposes to be registered is 3. For the purpose of registration the number of the members of the Company is declared unlimited.
2. Membership of the Irish Dodgeball Association shall consist of four types of members within the agreed jurisdiction of the Irish Dodgeball Association pursuant to these Articles. These are as follows:
 - a) Affiliated Members, who meet the criteria as noted in Article 2 below. Affiliated Members have voting rights at General Meeting.
 - b) Full Members are Clubs who have satisfied the membership criteria of the Irish Dodgeball Association (as noted in Article 2.5). Full Members may have a representative attend a General Meeting and that representative will have a voting right. In the instance where a Full Member representative is also an Affiliated Member, that individual will only have one vote.
 - c) Associate Members are not clubs, within the criteria of the Irish Dodgeball Association, but wish to, directly or indirectly, engage with the Irish Dodgeball Association for the purposes of the sport of dodgeball. Associate Members can include, but are not limited to, schools, teams and representative associations. If an Associate Member subsequently satisfies the membership criteria of the Irish Dodgeball Association, and becomes a club, that Associate Member may be admitted to full membership. A representative of an Associate Member may attend and speak at a general meeting, but does not have voting rights.
 - d) Honorary Members are nominated by the board and ratified by a General Meeting for a period up to life. Honorary Members may attend and speak at a General Meeting, but do not have voting rights.
3. Full membership of the company shall cease by notice in writing of resignation to the Secretary at the registered office.
4. An Associate Member shall cease to be a member:
 - a) If the Associate Member resigns by notice in writing to the Secretary at the registered office;
 - b) On the Associate Member ceasing to be within the relevant category or on such category no longer being eligible for associate membership as determined by the Board; or
 - c) On the Associate Member being expelled as a member of Irish Dodgeball Association. The decision to expel is undertaken by the committee.

2. Member Criteria:

1. Irish Dodgeball Association's members are composed of individuals and clubs administering dodgeball in a version of the sport as governed by the Irish Dodgeball Association.
2. In order for an individual to become an Affiliated Member the individual must be nominated by either:
 - a) A Club that is a member of the Irish Dodgeball Association, and the nominated individual has played with that club in the Republic of Ireland within the previous six months.
 - b) The coaching and/or the management team of the Republic of Ireland international squad, and the nominated player has been a member of the Republic of Ireland dodgeball squad within the previous six months.
3. Once nominated, the affiliation of the individual must be ratified by the Irish Dodgeball Association Board of Directors at any meeting of the Board. Ratification is only achieved when the Board agrees unanimously.
4. The secretary of the Irish Dodgeball Association will maintain and hold a register of the names of Affiliated Members.
5. In order for a club to become a Full Member the club must apply for membership, declaring that the by-laws and Constitution of the Irish Dodgeball Association will be adhered to. The club must enclose the constitution of their organisation, registered address, list of the committee members, and their email address. Irish Dodgeball Association's committee may then grant a provisional membership until the next AGM. The Irish Dodgeball Association general meeting confirms the full membership of clubs.
6. The annual fee from each member of the Irish Dodgeball Association shall be paid, in advance, by the required day and date of each year.

3. General Meetings:

1. All general meetings of the Company shall be held in the Republic of Ireland.
2. The company shall hold a general meeting in every calendar year as its AGM, at such time and place as may be determined by the Directors, but not later than 31st October in the year.
3. All general meetings other than the AGM shall be called Extraordinary General Meetings (EGMs).
4. The Directors may, whenever they think fit, convene an EGM, and EGMs shall also be convened by such requisitions as provided by section 178 of the Act. If at any time there

are not, within the Republic of Ireland, sufficient Directors capable of acting to form a quorum, any Director may convene an EGM in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

5. Subject to sections 181 and 191 of the Act, General Meetings and a meeting called for the passing of a special resolution shall be called by thirty five (35) days' notice at the least. Notice shall be published on the Irish Dodgeball Association's Website and/or social media platforms to the entitled attendees. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, and shall be given in the manner herein mentioned, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company; but, with the consent of the auditors and of all the Full Members having the right to vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than AGM or meeting to pass a special resolution, a meeting may be convened by such notice as those Full Members may think fit.
6. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice, shall not invalidate the proceedings at that meeting.

4. Proceedings at General Meeting:

1. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided fifteen (15) Full Members personally present shall constitute a quorum.
2. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Full Members, shall be dissolved; in any other case it shall stand adjourned to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Full Members present shall be a quorum.
3. The Chairman of the Board of Directors shall preside as Chairman at every general meeting of the Company, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.
4. If at any meeting no Director is willing to act as Chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the representatives of Full Members present shall choose one of their number to be Chairman of the meeting.
5. The decisions determined during any General Meeting shall ordinarily come into force with immediate effect and no later than three months of the completion of the General Meeting. The General Meeting may determine the date a decision shall come into effect case by case.
6. A record of the meeting shall be kept by the Secretary who shall make available a copy of the minutes within eight weeks of the completion of the General Meeting to all Members

of Irish Dodgeball Association. The minutes of the General Meeting shall be approved at the next meeting.

7. An Extraordinary General Meeting of Irish Dodgeball Association may be called for any purpose, when:
 - a) So directed by 75% of all Members entitled to attend and vote at a General Meeting;
 - b) By the written request of 75% all Members entitled to attend and vote at a General Meeting;
 - c) If so directed by the Board.
8. Notice of the purpose for which the EGM is being convened shall be notified to all Full Members at least three (3) weeks prior to the date fixed for the EGM unless 75% of the Members present and entitled to vote at a General Meeting, in the case of extreme emergency, agree that a shorter period of notice may be given.

5. Voting:

1. As outlined above in Article 1, membership type determines the voting rights allocated.
2. Voting is conducted at General Meetings by a show of hands, but any suitable method with the ability to discern a simple majority may, with the consent of the meeting, be adopted.
3. In the case of equality of votes, the Chairman shall have a further or casting vote in addition to the vote to which he is entitled as a member of the Company.
4. A two-thirds (2/3) majority, of members in good standing, is required to pass resolutions concerning:
 - a) Changes to the by-laws and the Constitution;
 - b) Sanctions against members, athletes, or officers;
 - c) Election of honorary members;
 - d) Changes to the agenda.
5. To dissolve the Irish Dodgeball Association, a three-quarter (75%) majority vote in favour of such a resolution at two (2) successive General meetings is required.
6. A simple majority is enough to carry all other resolutions.

6. Agenda – AGM:

1. The Agenda of the AGM shall consist of the following:
 - a) The Secretary shall count the members and the number of votes. The list shall mention the attending member and confirm the quorum. No business shall be transacted at any AGM unless a quorum is present.
 - b) Welcome by the Chairman
 - c) Adoption of standing orders
 - d) Consider and approve, with or without amendment, the minutes of the previous AGM
 - e) Receive the Board of Directors' Reports
 - f) Receive the accounts and balance sheet of Irish Dodgeball Association for the preceding financial period and the auditor's report thereon
 - g) Elections of the:
 - i. The Board in conjunction with Article 7 below
 - ii. Auditors of Irish Dodgeball Association, who shall be independent of Irish Dodgeball Association.
 - h) Motions or amendments of which notice has been received
 - i) Other business
2. No business other than that stated in the notice shall be transacted unless notice thereof shall have been given in writing to the Secretary of Irish Dodgeball at least fourteen (14) days prior to the meeting.

7. Directors:

1. There shall be a maximum of twelve (12) Directors and a minimum of three (3). Where possible, there will be a balance of gender on the Board of Directors.
2. All directors for election must:
 - a) Be recognised as a member by their Club, which is a member of Irish Dodgeball Association;
 - b) Be individuals at least 18 years of age, and have the power under law to enter into contract.

- c) Hand in their personal records and the goals they want to achieve for the Irish Dodgeball Association. The records must be distributed to all members before the AGM.

8. Board Meetings:

1. If necessary, elections to fill vacancies on the Board of Directors will be conducted at the next AGM or at an EGM which has been called when very important and urgent matters must be decided, if at least 66% of members in good standing request such a meeting.
2. The election of directors is to be conducted as follows:
 - a) More than 50% of the votes cast is required to be elected.
 - b) If no candidate receives more than 50% of votes, the candidate with the lowest number of votes is eliminated.
 - c) Consecutive ballots shall be organised until the election is decided.
 - d) If there is a tie, the person conducting the election will cast the deciding vote, provided that person is not a candidate.
3. Of those appointed and elected, one shall be elected as Chairman, one as Treasurer and one as Secretary. The directors may appoint as many other elected officers as are deemed to be necessary for the efficient operation of the organisation.
4. New Board Members are required to sign the Code of Conduct for Directors and Board Members of Irish Dodgeball Association as prescribed by Sport Ireland.
5. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, save that they shall hold at least three meetings each year. Proposals arising at any meeting shall be decided by a majority of votes. In case of equality of votes the Chairman shall have a second or casting vote. Two (2) Directors may, and the Secretary shall, on the requisition of two Directors, summon a meeting of the Directors.
6. The quorum necessary for the transaction of the business of the Directors shall be 50% of the current Board of Directors plus one (1). The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
7. If at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
8. The Directors may delegate any of its powers to committees consisting of such member or members of the Directors and such other persons as they think fit, and any committee so

formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors. The Directors shall appoint a chairman of each committee. If at any meeting the chairman is not present within 15 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting. A committee may meet and adjourn as it thinks proper. Proposals arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the chairman shall have a second or casting vote.

9. No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director, or on any Committee of the Directors to which the directors may delegate powers under Article 8.8. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any Committee of the Directors or general meetings of the Company or in connection with the business of the Company.
10. The Directors may from time to time make, vary and repeal by-laws for the regulation of the affairs of the Company and the conduct of its officers, servants and members, and such by-laws may prescribe the subscription to be paid by Full Members and Associate Members and the privileges to be enjoyed by any member, provided that no by-law shall be made which is inconsistent with the provisions of the Act or the Memorandum and Articles of Association for the time being of the Company or which would amount to such an addition to or alteration of these Articles as could legally only be made by special resolution passed and confirmed in accordance with the Act. Any by-law or amendment or variation made to by-laws pursuant to this shall have force and effect until the next following AGM, at which time such by-law, amendment or variation shall cease to have effect unless ratified by an ordinary resolution of the voting members at the AGM.
11. The Directors may from time to time and at any time by power of attorney, appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
12. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the directors shall from time to time by resolution determine.
13. The Directors shall cause proper minutes to be kept of all appointments of staff made by the Directors and of the proceedings of all meetings of the Company and of the directors and of Committees of the Directors and all business transacted at such meetings, and any such minutes of any meetings, 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 further proof of the facts therein stated.

14. Directors may not appoint any person as their alternate or their proxy to attend or vote at Directors meetings in their place.
15. The Company may from time to time by ordinary resolution increase or reduce the number of directors within the parameters set out in the Articles.
16. The Company may by ordinary resolution, of which extended notice has been given in accordance with section 146 of the Act, remove any Director before the expiration of his period of office, notwithstanding anything in these articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
17. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 8.16. Without prejudice to the powers of the Directors under the Articles, a person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.
18. The Directors may at any time appoint any person to the Board of Directors either to fill a casual vacancy or as an additional director where such director has skills or expertise reasonably deemed to be required by the Board and provided that the prescribed maximum is not thereby exceeded. Any director so appointed shall retain his office only until the next Annual General Meeting but shall be eligible for re-election.
19. The office of Director shall be vacated if:
 - a) The Director holds any office or place of profit under the Company; or
 - b) The Director is adjudged bankrupt in the Republic of Ireland or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
 - c) The Director becomes restricted or disqualified from being a director by reason of any order made under Chapters 3 or 4 of Part 14 of the Act; or
 - d) The Director becomes of unsound mind; or
 - e) The Director resigns his office by notice in writing to the Company; or
 - f) The Director fails to attend 3 consecutive meetings or 60% of meetings in a year unless the Directors determine otherwise; or
 - g) The Director is convicted of an indictable offence; or
 - h) The Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by section 231 of the Act.

20. It shall be the duty of a Director who is directly or indirectly interested in a contract or proposed contract with the Company to declare the nature of his interest at a meeting of the Directors of the Company. The Director concerned must make the declaration required by this Article at the meeting of the directors at which the question of entering into the contract is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract, at the next meeting of the directors held after he became so interested, and in a case where the Director becomes interested in a contract after it is made, the said declaration shall be made at the first meeting of the directors held after the director becomes so interested. A general notice given to the directors of the Company by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with that Company or firm, shall be deemed to be a sufficient declaration of interest in relation to any contract so made. The Director so concerned must:

- a) Withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- b) Not be counted in the quorum for that part of the meeting; and
- c) Withdraw during the vote and have no vote on the matter nor seek to influence the vote of any other directors in the matter.

21. A copy of every declaration made and notice given, shall within three (3) days after the making or giving thereof, be entered in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, secretary, auditor or Full Member of the Company at the registered office of the Company and shall be produced at every general meeting of the Company, and at any meeting of the directors if any Director so requests in sufficient time to enable the book to be available at the meeting.

9. Chief Executive Officer (CEO):

1. A CEO may be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any CEO so appointed may be removed by them. The Directors shall put in place arrangements for the line management of the CEO and for the monitoring and appraisal of his performance.
2. The CEO shall not be a Director, but shall be entitled to attend all meetings of the Directors (except where his own remuneration or performance is being discussed) and shall act as principal adviser to the Directors.

10. Accounts:

1. The Directors shall cause proper books of account to be kept relating to:
 - a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

- b) All sales and purchases of goods by the Company; and
 - c) The assets and liabilities of the Company.
2. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
 3. The books of account shall be kept at the office or at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.
 4. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the directors or by the Company in general meeting.
 5. The Directors shall from time to time, in accordance with Part 6 of the Act, cause to be prepared and to be laid before the AGM of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those sections to be prepared and laid before the AGM of the Company.
 6. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the AGM of the Company, together with a copy of the Directors' report and auditors' report shall, not less than twenty one (21) days before the date of the AGM, be provided to every person entitled under the provisions of the Act to receive them.
 7. Annual audited accounts shall be made available to the Revenue Commissioners on request.

11. Audit:

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

12. General:

1. Irish Dodgeball Association will ensure that appropriate policies are kept and adhered to. They will be reviewed annually by directors. The following policies are required to be maintained:
 - a) Data Protection Policy to be compliant with the policies of the Data Protection Commissioner.
 - b) Child Protection Policy as laid out by the Sport Ireland.
 - c) Code of Ethics as laid out by the Sport Ireland.

- d) Risk Management Policy as laid out by Sport Ireland.
 - e) Anti-doping policy as laid out by Sport Ireland.
2. Amendments to this Constitution may be considered at a General Meeting. Proposed amendments to the Constitution must be published in writing (either electronically or in hard copy) to all members of Irish Dodgeball Association at least six (6) weeks in advance of the date of the General Meeting. No amendment to the Constitution shall be made unless agreed by a 75% majority of the members present and entitled to vote at the General Meeting. The short notice provisions relating to the calling of an EGM may not be used in the case of an Extraordinary General Meeting being called for the purpose of considering amendment to these Articles. In such case six (6) weeks' notice must be provided.
 3. Any disciplinary Commissions or other Commissions set up by the Board in accordance with the Irish Dodgeball Regulations, shall have power to hear any matters that may be referred to, or reported to, the Board, and to make such decision or decisions as it thinks fit. The Board, Player, Club or representative association and any member thereof, including without limitation any player or person affected by any such decision, shall be automatically bound thereby as a condition of membership. Any player or other person affected by a decision of the Board or its disciplinary or other committees may appeal that decision to the committee of appeal appointed independently of the Board, within seven days of the date of the decision of the said Board or its disciplinary or other committee. The decision of the committee of appeal thereon shall be final. The background, decision and explanation of the rationale used in reaching that decision, of the Disciplinary Commission appointed, to be published within 14 days of the final decision being reached and provided to all involved parties.
 4. Irish Dodgeball Association respects the rights, dignity and worth of every person and will treat everyone equally within the context of dodgeball, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.
 5. The use of Irish Dodgeball Association's logos and emblems shall be prohibited by any member, person, body and association or otherwise, without the written consent of the Board of Directors.

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