Certificate No. 112024

COMPANIES ACTS 1963 TO 2003

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES

OF

IRISH AMATEUR SWIMMING ASSOCIATION LIMITED

as amended on 16 April 20011 at Swim Ireland AGM
Crowne Plaza Hotel, Dublin

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Certificate No. 112024

COMPANIES ACTS 1963 TO 2003

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

IRISH AMATEUR SWIMMING ASSOCIATION LIMITED
as amended on 16 April 20011 at Swim Ireland AGM
Crowne Plaza Hotel, Dublin

1. The name of the Company is Irish Amateur Swimming Association Limited trading as ñSwim Irelandò.

2. 2.1 The objects for which the Company is established are:

   (a) to foster and develop swimming (including synchronised swimming), diving, water polo and associated disciplines whether in competition or otherwise and to use the same in promoting the development of physical, moral and social qualities that come from swimming (including synchronised swimming) and associated disciplines whether in competition or otherwise;

   (b) to promote the teaching and practice of swimming (including synchronised swimming), diving and water polo and associated disciplines in accordance with current best practice; and

   (c) to draw up, publish and enforce uniform rules and regulations for the control and regulation of swimming (including synchronised swimming), diving and water polo and associated disciplines in Ireland and to deal with any infringement thereof.

   2.2 In pursuance of the above objectives the Company shall:

   (a) endeavour to provide a positive and safe environment for all its members;

(b) have a focus which continues to emphasise the overall development, safety, health and welfare at all levels within the sport;

(c) maintain the Company as an independent body;

(d) enforce, through its rules and regulations, the Irish Anti-Doping Rules as published by the Irish Sports Council as amended from time to time;

(e) co-operate and comply with the regulations of Federation Internationale de Natation Amateur (the International Swimming Association) (ñFINAò) and the Ligue Europeenne de Natation (the European Swimming Association) (ñLENò) and to co-operate with such other sporting associations as the Company shall from time to time approve;

(f) promote, through its rules and regulations, adherence to the Code of Ethics and Good Practice for Childrenôs Sport as published by the relevant regulatory authorities in Ireland and as amended from time to time; and

(g) promote, through its rules and regulations, adherence to the Child Protection Guidelines issued by the relevant regulatory authorities in Ireland and as amended from time to time.

2.3 In furtherance of the above objects but not otherwise the Company shall have the following powers:-

(a) to carry on any business which may be seen by the Company as capable of being conveniently carried on in connection with the above main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Companyôs property, rights or interests;

(b) subject to such consents as may be required by law, to purchase, take on lease or in exchange, hire or otherwise acquire and to hold, manage, develop, sell, dispose of, lease or deal in any way with any real or personal property and any interest therein and in particular any land, buildings, offices and any rights or privileges necessary or convenient for the purposes of the Company and to manage, develop, sell, demise, let, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Company, and to construct, erect, alter, improve and maintain any buildings which may be from time to time required for the purposes of the Company;

(c) subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner and on such terms and conditions as may be thought fit and to grant security in respect of such borrowings and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company and 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 of such methods, the performance of the obligations of and the repayment of payment of the principal amounts and interest of any person, firm or company or of the Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Companyôs holding company or a subsidiary or associated company;

(d) to invest funds of the Company not immediately required for its purpose in or upon such investments, securities or property as it may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

(e) to adopt, publish, amend and administer from time to time standards of eligibility for membership of the Company and for competing in events promoted by the Company as may be determined by the Company in accordance with its constitution, rules and regulations and to do all such acts and things necessary to ensure conformity to and compliance with such codes and standards as may be adopted or promulgated by the Company and to govern members, competitors and/or coaches or persons in any way connected with the objectives of the Company;

(f) to levy, charge, collect and receive subscriptions, levies, fees and other payments from persons whether members of the Company or not and expend the same in furthering all or any of the objects of the Company or providing for the expenses of the Company;

(g) to do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or in conjunction with any person or company, and to contract for the carrying on of any operation connected with the Companyôs main object by any person or company;

(h) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated

to benefit employees or ex-employees of the Company (excluding Board Members and ex-Board Members) or the dependents or families of such persons, and to grant pensions and allowances to and to make payments towards insurance of such persons; and

(i) to do all such other lawful things as may be incidental to or conducive to the attainment or furtherance of the said objects or any of them.

And it is hereby declared that in the construction of this Clause, the word ñcompanyò, except where used in reference to the Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

PROVIDED ALWAYS THAT: -

(i) 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; and

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

3. The liability of the members is limited.

4. The income and property of the Company shall be applied solely towards the promotion of its main objects as set forth in this memorandum of association. No portion of the Companyôs income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the 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 moneyôs 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 a rate note exceeding 5% per annum on money lent by any director or other member of the Company to the Company;

(c) reasonable and proper rent for premises demised and 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 his attendance to any matter affecting the Company; or

(e) fees, remuneration or other benefit in money or moneyôs 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.

5. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases 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 not exceeding one euro and twenty seven cent.

6. 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 the members of the Company, but shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

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

8. No addition, alteration or amendment shall be made to or in the provisions of clauses 4,6,7 and 8 of this memorandum for the time being in force unless the Revenue Commissioners shall have approved the same in writing.

Certificate No. 112024

COMPANIES ACTS 1963 TO 2009

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF

IRISH AMATEUR SWIMMING ASSOCIATION LIMITED
as amended on 16 April 20011 at Swim Ireland AGM
Crowne Plaza Hotel, Dublin

INTERPRETATION AND PRELIMINARY

1. In these Articles:

(a) the following words and expressions shall have the following meanings unless there is something in the subject matter or context inconsistent therewith:-

"the Acts" means the Companies Acts 1963 to 2009;

ñaddressò includes any number or address used for the purposes of communication by way of post, electronic mail or other electronic communication;

ñadvanced electronic signatureò has the meaning given to those words in the Electronic Commerce Act, 2000;

"Affiliate Member" means any person, entity, body or association, whether incorporated or not, which the Board decides, in its absolute discretion, is in the best interest of the Company to admit as an Affiliate Member, subject to and in accordance with the terms of membership for Affiliate Members as set in these Articles and the Rules;

"Age" means the age specified in the Rules in each year;

ñAGMò means an annual general meeting;

ñthese Articlesò means the articles of association of the Company of which this article is the first, as such articles may be amended and be in force from time to time;

ñAssociate Memberò means a swimming teacher or swimming coach duly qualified and recognised as such by the Company and who is affiliated to the Company subject to and in accordance with the terms of membership for Associate Members as set out herein;

ñAudit Committeeò means the committee referred to as such in and established pursuant to Article 127;

ñthe Board" means the members of the board for the time being of the Company;

ñBoard Memberò means a member for the time being of the Board;

ñCEOò means the chief executive officer of the Company;

ñChairpersonò means the Chairperson of the Company;

ñChildò means a person under the age of eighteen years;

ñChild Welfare Committeeò means the committee referred to as such in and established pursuant to Article 116;

ñChild Protection Guidelinesò means the Child Protection Guidelines issued by the Company as amended from time to time;

ñClear Days" in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is stated to take effect;

"Club" means any club involved in the teaching, operation and/or management of swimming, diving, water polo and associated disciplines in Ireland which is affiliated to the Company in accordance with these Articles and the Rules;

ñClub Memberò means any individual including each member of a group (e.g. a family) that has been accepted into membership by a Club and whose membership of the Club has not either lapsed or been terminated by such Club and who has paid a fee to the Company in accordance with the Rules and paid any fees, subscriptions or periodic contributions payable to the Company under Article 13;

ñClub Rulesò means the rules governing the teaching, operation and management of swimming, diving, water polo and associated disciplines in Ireland drawn up by a Club which are consistent with and do not conflict with the Rules drawn up by the Company;

ñCode of Ethicsò means the Code of Ethics and Good Practice for Childrenôs Sport published by the relevant regulatory authorities in Ireland as amended from time to time;

ñCompanyò means Irish Amateur Swimming Association Limited, incorporated in Ireland on 29th January 1986 under certificate number 112024;

ñCompany AGMò means an AGM of the Company;

ñConnachtò shall have the meaning attributed to it in the Rules;

"Delegate" means

(i) any person duly elected by a Club at its general meeting, to represent it as a delegate at any general meeting of the Company and notified in writing by the Club to the Secretary prior to the general meeting; or

(ii) any person duly nominated by an Affiliate Member to represent it at any general meeting of the Company and/or at any meeting of General Congress and notified in writing by the Affiliate Member to the Secretary prior to the general meeting or the meeting of General Congress as the case may be;

ñDisciplinary and Complaints Committeeò means the committee referred to as such in and established pursuant to Article 118;

ñEducation Technical Committeeò means the committee referred to as such in and established pursuant to Article 126;

ñEGMò means an extraordinary general meeting of the Company;

ñelectronic communicationsò has the meaning given to those words in the Electronic Commerce Act, 2000;

ñelectronic signatureò has the meaning given to those words in the Electronic Commerce Act, 2000;

ñ*ex officio*ò means, in relation to a person who is *ex officio* a member of the Board, any standing Committee, committee, sub-committee or similar body (each of the foregoing a ñRelevant Bodyò), that such person has the right to attend and speak at, but not to vote or be counted in the quorum for the purposes of, any meeting of a Relevant Body of which he is *ex officio* a member;

ñFINAò means Federation International de Natation (International Swimming Association) located in the city of Lausanne, Switzerland;

ñGeneral Congressò means the forum of discussion by Members referred to in Article 55;

ñIrelandò means the Republic of Ireland and Northern Ireland;

ñIrish Sports Councilò means the Irish Sports Council established by the Department of Sports and Tourism;

ñISSAò means The Irish Schools Swimming Association Limited, a company registered in Ireland under registration number 341647, having its registered office at 10 Blackheath Avenue, Clontarf, Dublin 3;

ñIWPAò means The Irish Water-Polo Association of Sports HQ, 13 Joyce Way, Park West, Dublin 12;

ñLeinsterò shall have the meaning attributed to it in the Rules;

ñLENò means Ligue Europeenne de Natation (European Swimming Association) located at 74 Grand-Rue, L-1660 Luxembourg;

"Member" means a person who is admitted to membership of the Company in accordance with these Articles and whose name is entered on the register of Members of the Company;

ñmonthò means a calendar month;

ñMunsterò shall have the meaning attributed to it in the Rules;

ñqualified certificateò has the meaning given to those words in the Electronic Commerce Act, 2000;

"Region" means any of Connacht, Leinster, Munster and Ulster;

ñRegional AGMò means an AGM of all Clubs located in a Region;

ñRegional Management Committeeò means a committee, or in the case of Ulster the Swim Ulster board of directors, elected at the AGM of the relevant Region and referred to in Articles 140 and 141;

ñRegistered Officeò means the registered office of the Company for the time being (at the date of adoption of these Articles being at Sports HQ, 13 Joyce Way, Park West, Dublin 12);

ñRulesò means the uniform rules and regulations governing the operation and management of swimming, diving, water polo and associated disciplines in Ireland drawn up by the Board and as amended from time to time by the Board;

ñSealò means the common seal of the Company;

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company;

ñSelection Committeeò means the committee referred to as such in and established pursuant to Article 117;

"Senior Officers" means the Chairman, Secretary and Treasurer of the Company and ñSenior Officerò means any one of the Senior Officers;

ñStanding Committeeò means one of the committees listed in Article 113 and any committee created as a Standing Committee by the Board;

ñTreasurerò means the person holding such office in the Company in accordance with these Articles;

ñUlsterò shall have the meaning attributed to it in the Rules and may also be known as Swim Ulster (being either an independent incorporated entity or a trading name receiving funding from Sports Council Northern Ireland and other UK funding bodies as a *de facto* governing body); and

ñyearò means a calendar year other than in the context of elections to any office under these Articles, where ñyearò shall mean the period from the conclusion of one Company AGM to the conclusion of the next;

(b) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time modified or re-enacted;

(c) words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine and neuter gender and vice versa; and words importing persons shall include corporations;

(d) any expression referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and any modes of representing or reproducing words in a visible form provided that the expression shall not include writing in electronic form except as provided in these Articles and/or, where it constitutes writing in electronic form sent to the Company, the Company has agreed to its receipt in such form;

(e) unless the contrary intention appears, the use of the word ñaddressò in these Articles in relation to electronic communications includes any number or address used for the purpose of such communications;

(f) expressions referring to execution of any document shall include any mode of execution under seal or under hand or under any mode of electronic signature as shall be approved by the Board and expressions referring to receipt of any electronic communications shall, unless the

contrary intention appears, be limited to receipt in such manner as the Company has approved; and

(g) ñpersonò includes any individual, firm, body corporate, association or partnership, government or state or agency of a state, local authority or government body or any joint venture (whether or not having a separate legal personality).

2. The regulations contained in Table C in the first schedule to the Companies Act, 1963 shall not apply to the Company.

OBJECTS

3. The Company is established for the purposes expressed in its memorandum of association.

MEMBERSHIP

4. The number of Members of the Company is unlimited. The subscribers to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company.

5. Every applicant for membership of the Company shall apply in the manner prescribed in the Rules and all applications shall in all cases be subject to the approval of the Board.

6. If the applicant is accepted for membership of the Company then on receipt from the applicant of the amount of the subscription payable under Article 13, the applicant's name and address and the Club and Region to which the applicant is assigned shall be entered upon the register of Members.

7. Membership shall be personal to the Member and shall not be transferable or transmissible by the act of the Member or by operation of law.

8. Membership shall automatically cease on any Memberôs death, winding up or dissolution as the case may be.

9. Every Member shall further to the best of his ability the objects, interests and influence of the Company and shall observe all bye-laws, Rules and standing orders of the Company made pursuant to the powers in that behalf hereinafter contained.

10. Subject to the provisions of Articles 28 and 29, membership of the Company shall be open to the following three (3) categories of membership:

(a) Club Members;

(b) Affiliate Members; and

(c) Associate Members.

11. Every Member must comply with the following conditions of membership:

(a) that he agrees to be bound by the Child Protection Guidelines and by the Code of Ethics ;

(b) that he agrees to be bound by the Companyôs complaints and disciplinary procedures including any adjudication or determination made by the Disciplinary and Complaints Committee;

(c) that he agrees to be bound by any other conditions as may be imposed by the Board on his category of membership from time to time, subject to the Acts; and

(d) that he agrees to comply with the Rules, bye-laws and standing orders of the Company from time to time.

12. The Company shall keep an accurate and up to date register of Members at the Registered Office.

13. The Company AGM shall prescribe an application or subscription fee payable on admission to membership and an annual subscription and other periodic contributions payable by every Member. Such annual subscription and other periodic contributions shall be determined for each category of Club membership by the AGM. Any increase authorised by the AGM shall take effect only from the commencement of the next financial year. Club members joining at any time during the year prior to September shall pay the full annual subscription fee and a rate of one third shall apply in respect of all new memberships commencing in the last quarter of the year. The Associate Membership subscription shall commence in the month in which the member first applied and shall be due annually in the same month thereafter. Associate Membership may be increased, such increase to take immediate effect, where the insurance costs to Swim Ireland for the Associate Members increases but only in the amount of the actual increase.

CLUB MEMBERS

14. Subject to compliance with the conditions set down in Article 11, Club Members shall have the following rights only:

(a) the right to compete at all swimming and associated disciplinesô competitions held by or under the auspices of the Company subject to compliance with the relevant rules of the competition;

(b) the right to notice of, and to attend at, general meetings of the Company and the right to notice of, and to attend at, meetings of General Congress;

(c) the right to speak at General Congress;

(d) the right to speak at general meetings of the Company but only as a Delegate or Delegates duly elected by that Club Member's Club;

(e) the right through their Club and only if agreed by the Club at a general meeting of the Club, to put forward notices of motion at any general meeting of the Company subject to compliance with the applicable standing orders of the Company in relation thereto;

(f) the right to stand for election to any office of the Company subject to compliance with the Company's nomination procedures as set out in Articles 130 to 133; and

(g) for the avoidance of doubt, Club Members shall not have the right to vote at general meetings of the Company but shall have the right to vote by way of show of hands only at meetings of General Congress. Only Delegates duly appointed by Clubs on behalf of Club Members shall have the right to vote at general meetings of the Company.

AFFILIATE MEMBERS

15. Subject to compliance with the conditions set down in Article 11, Affiliate Members shall have the following rights only:

(a) the right to notice of, and to attend at, general meetings of the Company and to notice of, and to attend at, meetings of General Congress;

(b) the right to nominate a maximum of two Delegates to attend general meetings of the Company and/or meetings of General Congress. Save for the ISSA's Delegate, who shall have the right to vote at general meetings of the Company, such Delegates shall have the right to speak but not the right to vote at general meetings;

(c) the right to speak at, and to vote by way of show of hands only at, meetings of General Congress through their duly appointed Delegates.

16. Each Affiliate Member shall in addition, subject to Articles 5 to 13 herein and without prejudice to Article 15, be accepted for Affiliate Membership subject to and provided that the following conditions are met:

(a) that it agrees to be bound by the Child Protection Guidelines and the Code of Ethics and that its memorandum and articles of association (if it is an incorporated entity) and any rulebook or other constituent documentation contain covenants to this effect;

(b) that it adopts disciplinary procedures no less onerous than the disciplinary procedures determined by the Board and set down in the Rules or in any other document setting out the disciplinary and complaints procedure of the Company;

(c) that if registered as a separate legal incorporated entity, it is duly incorporated and validly existing under the laws governing its incorporation and confirms to the Company in a manner satisfactory to the Board that it is responsible for its own affairs and the financing of its own activities and the Company shall assume no responsibility in relation thereto;

(d) that its rules, bye-laws, standing orders, procedures and memorandum and articles of association or any other constituent document do not conflict with and are consistent with the Rules, bye-laws, standing orders, procedures and memorandum and articles of association of the Company;

(e) that it complies with these Articles, the Rules, bye-laws, standing orders and procedures of the Company and, in particular, those provisions in relation to affiliation procedures or application forms and procedures for Affiliate Members as specified by the Board from time to time;

(f) if it has received funding from or through the Company in a financial year that it reports to the Company AGM on, and accounts to the Board for, its activities;

(g) each Affiliate Member acknowledges and agrees that it solely responsible for running and managing its own affairs and that the Company bears no responsibility of any kind whatsoever for the actions or omissions of the Affiliate Member and each Affiliate Member agrees to indemnify and keep indemnified the Company against all losses, damages, costs and expenses incurred by the Company arising from any third party claim against the Company in relation to the past, present or future affairs, actions or omissions of the Affiliate Member; and

(h) each Affiliate Member shall comply with all affiliation regulations and procedures set down by the Company whether in the Rules or any bye-laws or standing orders as drawn up by the Board from time to time.

ASSOCIATE MEMBERS

17. Subject to compliance with the conditions of Article 11 and the provisions of Article 18, Associate Members shall have the following rights only:

(a) the right to notice of, and to attend at, general meetings of the Company and to notice of, and to attend at, meetings of General Congress; and

(b) Associate Members shall not have the right to speak or to vote at general meetings of the Company but shall have the right to speak and to vote by way of show of hands only at meetings of General Congress.

18. Each Associate Member shall sign a legally binding undertaking to the Company (in such form as the Board may require) to adhere to the Child Protection Guidelines applicable and the Code of Ethics in carrying on the profession or practice of teaching/operation or management of swimming and associated disciplines.

CHILD MEMBERS

19. It is a fundamental condition of the membership of every Child Member that that their parents/guardians must comply with the following conditions of their membership:

    (a) that the parents/guardians agree to be bound by the Child Protection Guidelines and by the Code of Ethics ;

    (b) that the parents/guardians agree to be bound by the Companyôs complaints and disciplinary procedures including any adjudication or determination made by the Disciplinary and Complaints Committee;

    (c) that the parents/guardians agrees to be bound by any other conditions as may be imposed by the Board on their Childôs category of membership from time to time, subject to the Acts; and

    (d) that the parents/guardians agree to comply with these Articles, the Rules, bye-laws and standing orders of the Company from time to time.

    Any failure by a parent or guardian of a Child Member to comply with these conditions may result in the Childôs membership of the Company being revoked.

CLUBS

20. Clubs shall comply with all affiliation regulations and procedures set down by the Company whether in the Rules or any bye-laws or standing orders and as drawn up by the Board from time to time and shall be bound by these Articles.

21. A Clubôs rules, bye-laws, procedures and standing orders shall not be in conflict with any provision of these Articles or the Rules.

22. A Club Member who ceases to be a member of a Club automatically ceases to be a Member of the Company.

23. Each Club shall promptly inform the Company and provide any requested details to the Company of any changes in its membership.

24. In the event of a Club failing to comply with or failing to enforce any disciplinary or other measure prescribed by the Board, the Disciplinary and Complaints Committee and/or the Company in general meeting, the Club shall be liable to be

disaffiliated from the Company in accordance with the procedures for disaffiliation set down in the Rules or any bye-laws or standing orders.

ANTI-DOPING

25. The anti-doping rules of the Company are the Irish Anti-Doping Rules as published by the Irish Sports Council and as amended from time to time by the Irish Sports Council. The Company accepts the right of FINA, the Irish Sports Council, the Northern Ireland Sports Council, LEN, the Olympic Council of Ireland, or duly authorised representatives of such bodies, to dope test, in accordance with law, any competing Member both in-competition and out of competition (i.e. un-announced testing).

26. It shall be a fundamental condition of membership of the Company, in addition to any other provisions concerning membership and the various categories of membership as laid down in these Articles that Members submit to and comply with any dope testing by the Company or any of the bodies referred to in Article 25.

27. Members are strictly and solely responsible for ensuring compliance for themselves with the Irish Anti-Doping Rules and/or any other anti-doping rules published by LEN, FINA, the Olympic Council of Ireland, the Irish Sports Council or the Northern Ireland Sports Council from time to time and Members recognise and agree that the Company has no liability of any kind whatsoever in this regard.

CESSATION/SUSPENSION/EXPULSION OF MEMBERSHIP

28. A Member shall forthwith cease to be a Member if he fails to pay any application fee or subscription or other contribution for which he becomes liable whilst he is a Member within the period laid down by the Board for any such payments.

29. Without prejudice to the provisions of Article 28 hereof, if the conduct of any Member is such as shall in the opinion of the Board be injurious to the character or interests of the Company or render that Member unfit to remain a Member of the Company, or if any Member shall refuse or wilfully neglect to comply with any of these Articles or if the Board shall for any good reason require that a Member be expelled from membership the Board may by a resolution of a majority of at least three-fourths (75%) of the Board present and voting at a Board meeting specially convened for this purpose suspend such Member from membership indefinitely or otherwise limit for a stated period the rights of membership of that Member or may expel such Member from membership of the Company provided that such a Member shall have fourteen (14) Clear Daysô notice sent to him of the Board meeting and shall be entitled to attend such a meeting and be heard in his defence but shall not be present at the voting or take part in the proceedings otherwise than as the Board shall permit. Notice under this Article shall be deemed to have been served and delivered if it is sent by post in accordance with the provisions set out in Articles 152 to 160.

30. Cessation of membership of the Company howsoever occurring:-

(a) shall not entitle the Member to repayment of the whole or any part of any contribution or subscription previously paid by him; and

(b) shall be without prejudice to the Memberôs liability to pay any contribution or subscription which has become due and payable before such cessation.

GENERAL MEETINGS

31. All general meetings other than annual general meetings (ñAGMsò) shall be called extraordinary general meetings (ñEGMsò). The Company shall in each year hold an AGM in addition to any other general meetings in that year and shall specify the meeting as such in the notice calling it. All general meetings shall be held in Ireland, subject to Article 32.

32. The Company AGM shall, so far as reasonably practicable, be held at such time and date as the preceding AGM shall determine, subject to compliance with the Acts. The venue of such AGM shall be determined by and shall be in the Region in which the President, outgoing at such AGM, resides. In order to comply with the Acts, if an AGM is to be held in Northern Ireland the preceding AGM must pass a resolution that it be so held.

33. The Board shall convene an EGM:

(a) if a resolution to convene an EGM is passed at the preceding AGM; or

(b) on the requisition of Members pursuant to the provisions of the Acts; or

(c) where ten (10) Clubs each having held an EGM requisition such a meeting by service on the Secretary of a written notice duly signed by two officers from each Club seeking the holding of such a meeting; or

(d) where two-thirds of the Board resolve to convene such a meeting.

Subject to the provisions of the Acts, such meetings shall be convened by the Board within twenty-eight (28) Clear Days of the receipt of the requisition required under this Article or the date on which the Board Members resolve to convene such a meeting in accordance with Article 33(d) above. EGMs shall be held at a time and venue and on a date as determined by the Board.

34. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

35. Each Club and each Affiliate Member respectively shall be entitled to send two (2) Delegates to general meetings of the Company. All voting Delegates shall be Members of the Company in their own right. A Delegate shall be elected by a Club in accordance with the procedure in the Clubôs rules for electing Delegates at its general meeting or, as the case may be, duly nominated by an Affiliate Member. Each Club shall notify the Secretary in writing of the Delegate(s) elected by it, and each Affiliate Member shall notify the Secretary in writing of the Delegate(s) nominated by it, before the relevant meeting.

36. No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise provided in these Articles, fifty (50) Delegates entitled to attend and cast votes at a general meeting of the Company and who are present in person shall constitute a quorum.

37. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board 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 Members present shall be a quorum.

38. (a) Subject to paragraph (b) of this Article 38, the Chairperson or in his absence some other Board Member nominated by the Board shall preside as chairperson of the meeting, but if neither the Chairperson nor such other Board Member (if any) be present and willing to act within fifteen (15) minutes after the time appointed for holding the meeting, the Board Members present shall elect one of their number to be chairperson and, if there is only one Board Member present and willing to act, he shall be chairperson.

(b) The Board may, with the consent of the Chairperson, appoint an independent person of suitable standing to chair any general meeting of the Company provided that any person so nominated shall be approved by a majority of the Board.

39. If no Board Member is willing to act as chairperson, or if no Board Member is present within fifteen (15) minutes after the time appointed for holding the meeting, or if the procedure under Article 38(b) is not adopted, then the Members present and entitled to vote shall choose one of their number to be chairperson of the meeting.

40. The chairperson of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) Clear Days notice shall be given

specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

41. Voting by proxy shall not be permitted.

42. At all general meetings of the Company a resolution put to the vote of the meeting shall be decided on a poll.

43. In the case of an equality of votes the chairperson of the meeting shall have a casting vote in addition to any other vote he may have.

44. Subject to the provisions of the Acts, a poll shall be determined by a simple majority of those present and voting on the poll. A poll shall be taken as the chairperson of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

45. Where a resolution(s) to amend the Companyôs memorandum of association and/or its articles of association is successful at a Company AGM, that resolution shall have immediate effect from the conclusion of such meeting.

46. A poll on the election of a chairperson of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairperson of the meeting directs not being more than thirty (30) days after the meeting. The taking of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is taken

47. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting. In any other case at least seven (7) Clear Days notice shall be given specifying the time and place at which the poll is to be taken.

48. The Board shall be responsible for arranging the timetable and order of business at the Company AGM subject to standing orders for Company AGMs as are determined by the Board and subsequently circulated by the Company to the Members. All business shall be deemed special that is transacted at an EGM, and all that is transacted at an AGM shall also be deemed special, with the exception of the consideration of the accounts and balance sheet, and the reports of the Board and of the auditors and the fixing of the remuneration of the auditors and the election of Board Members.

49. Included as part of the report of the Board referred to at Article 48 above shall be the report of the Board Members in conjunction with the CEO which shall include a review of the following areas:

(a) the strategic plan as laid down by the Board and/or the Company;

(b) the business plan of the Company as determined by the Board in respect of each year;

(c) education as provided or funded by the Company in the year under review; and

(d) reports from the Regional Management Committees.

50. Prior to the day appointed for the holding of the Company AGM, the following procedure shall apply:

(a) any proposition or motion, whether to amend the memorandum and articles of association of the Company or on any other topic, shall be notified to the Secretary in writing not less than 42 Clear Days before the date for holding the AGM. Each such proposition shall deal with one subject only;

(b) the Board may alter or amend or disallow any proposition or motion which offends against either or both of the memorandum of association and/or the articles of association of the Company and/or which the Board considers may either bring the sport into disrepute and/or be against the best interests of the Company, and may composite any two (2) or more propositions which, in the opinion of the Board, constitute in substance the same proposition or which deal with the same subject matter and are to the same effect. The Board shall inform, in writing, any Clubs whose proposition is altered, amended, composited or disallowed in accordance with this sub-paragraph (b) of this Article 50 and shall then arrange for the final AGM agenda to be prepared and furnished to each person entitled to receipt of notice in accordance with these Articles not later than twenty-one (21) Clear Days before the dated fixed for holding the AGM; and

(c) the Board shall distribute to Members its report and statement of accounts for the relevant financial year not less than twenty-one (21) Clear Days before the date fixed for holding the AGM.

VOTES OF MEMBERS

51. The voting rights which apply with respect to the different categories of Members are set out in Articles 14 to 17.

52. Delegates shall be entitled to attend and vote at general meetings of the Company. On a vote taken every Delegate present and entitled to vote shall have one vote in accordance with the wishes of the Club Members or the ISSA (as the case may be) he represents (subject to Article 15(b)).

53. If a Delegate is unable to attend a general meeting, his place (with all accompanying rights) may be taken by another person elected by the relevant Club or nominated by the relevant Affiliate Member (as the case may be) and notified to the Secretary of the Company no later than the commencement of the meeting. Such an elected or nominated replacement Delegate must be a member of the Club or Affiliate Member which elected or nominated the original Delegate who is being replaced.

54. 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 tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

GENERAL CONGRESS

55. A general congress of the Company will be held (ñGeneral Congressò) each year at such time and place as shall be determined by the Board.

56. The General Congress shall constitute an informal forum for exchange of views by Members (and, in the case of Affiliate Members, their Delegates) concerning swimming and associated disciplines in Ireland and competitions in relation thereto.

57. The order of business for General Congresses shall be as determined by the Board and set out in standing orders for meetings of General Congress which shall be determined by the Board and circulated to all Members entitled to notice of and to attend at meetings of General Congress. The presiding officer of the meeting of General Congress shall be determined by the Board.

58. Unless expressly stated otherwise in these Articles or in standing orders for meetings of General Congress, procedures for meetings of General Congress shall be as set out for general meetings of the Company *mutatis mutandis*, insofar as is reasonably practicable, and shall be set out in standing orders for meetings of General Congress.

59. The General Congress shall be entitled to make non-binding recommendations to the Board. Any such non-binding recommendations shall be by resolution(s) put to a meeting of General Congress. At meetings of General Congress a resolution put to the meeting shall be decided by a show of hands of those present and entitled to vote and a poll vote shall not be necessary or required. In the event of any dispute or question arising on the result of any such vote, the decision of the presiding officer of the meeting of General Congress shall be final and conclusive.

60. The Board, any committees, sub-committees and the Standing Committees shall take into consideration all recommendations made by General Congress from time to time but shall not be bound by them. The Board shall report back to the Membership within three (3) months from the date of the relevant General Congress on its considerations of any recommendations made by General Congress.

61. The business to be discussed at General Congress shall include but not be limited to the reports of the Standing Committees.

62. Subject to the provisions of Articles 152 to 160, notice of General Congress shall be posted on the Company website and sent by the Secretary to the club secretary of every Club not less than twenty-one (21) Clear Days in advance of such meeting.

TERMS OF OFFICE AND TRANSITIONAL PROVISIONS

63. For the purposes of the election of Board Members at the 2011 Company AGM the following terms of office will apply to Board Members elected:

    a) The Chairperson shall be elected at the 2011 Company AGM for a term of two (2) years and shall hold office from the conclusion of the 2011 Company AGM until the conclusion of the 2013 Company AGM at which a new Chairperson will be elected for a term of two (2) years pursuant to Article 66 which will apply to all appointments of the Chairperson thereafter.

    b) The Treasurer shall be elected at the 2011 Company AGM for a term of two (2) years and shall hold office from the conclusion of the 2011 Company AGM until the conclusion of the 2013 Company AGM at which a new Treasurer will be elected for a term of two (2) years pursuant to Article 66 which will apply to all appointments of the Treasurer thereafter.

    c) The Secretary shall be elected at the 2011 Company AGM for a term of one (1) year and shall hold office from the conclusion of the 2011 Company AGM until the conclusion of the 2012 Company AGM at which a new Secretary will be elected for a term of two (2) years pursuant to Article 66 which will apply to all appointments of the Secretary thereafter.

    d) One Ordinary Board Member from each Region shall be elected by their respective 2011 Regional AGM for a term of two (2) years from the conclusion of the 2011 Company AGM until the conclusion of the 2013 Company AGM and a new Ordinary Board Member from each Region will be elected by their respective 2013 Regional AGM for a term of two (2) years from the conclusion of the 2013 Company AGM pursuant to Article 66 which will apply to all appointments of such Ordinary Board Member from each Region thereafter.

    e) One Ordinary Board Member from each Region shall be elected by their respective 2011 Regional AGM for a term of one (1) year from the conclusion of the 2011 Company AGM until the conclusion of the 2012 Company AGM and a new Ordinary Board Member from each Region will be elected by their respective 2012 Regional AGM for a term of two (2) years from the conclusion of the 2012 Company AGM pursuant to Article 66 which will apply to all appointments of such Ordinary Board Member from each Region thereafter.

THE BOARD

64. The Members shall, subject to and in accordance with the provisions of these Articles, elect the Board at Company AGMs. No person other than a Member of the Company shall be eligible to be a Board Member.

65. Unless otherwise determined by ordinary resolution, the number of Board Members shall be not more than eleven (11) and shall never at any time be less than seven. The Board shall be composed of the following:

    (a) Chairperson;

    (b) Treasurer;

    (c) Secretary;

    (d) two (2) representatives from each of the four Regions (the ñOrdinary Board Members).

66. The Chairperson, Treasurer, Secretary shall each be elected at every second Company AGM for a term of two (2) years and shall hold office from the conclusion of the Company AGM at which they are elected until the conclusion of the Company AGM at which their term of office expires. The representatives from each of the four Regions referred to at Article 65(d) above shall be elected by their respective Regional AGM for a term of two (2) years and shall hold office from the conclusion of the Company AGM to which their elections have been notified by the secretary of the relevant Region until the conclusion of the Company AGM at which their term of office expires. The secretary of each Region shall notify the Secretary (of the Company) no later than 12 Clear Days prior to the commencement of the Company AGM of the names of the persons so elected.

67. Where any Board Member or the President has served as a Board Member or President (whether as either of or any of a Senior Officer, President and/or an Ordinary Board Member) for four years (whether consecutive or not) at any time (including for the avoidance of doubt any period prior to 2010 Company AGM) he may not serve as a Board Member or President again until at least two consecutive years have elapsed since he last served. For the purposes of this article, ñyearò means the period between the conclusion of one Company AGM and the conclusion of the next. For the avoidance of doubt any Board Member or President who has served as a Board Member or President for three years (whether consecutive or not) at any time (including for the avoidance of doubt any period prior to 2010 Company AGM) may not seek election for a new term as a Board Member until at least two consecutive years have elapsed since he last served as a Board Member or President.

68. In addition, the Board shall have power at any time and from time to time, by majority resolution of the Board, to:

(a) appoint any person (who shall be an existing Board Member) to fill a casual vacancy arising amongst the Senior Officers to hold office from the date of such appointment until the conclusion of the next Company AGM; and/or

(b) appoint any person to be an Ordinary Board Member to fill a casual vacancy (or other vacancy however arising) on the Board arising amongst the Ordinary Board Members only where such vacancy has not been filled by the relevant Region (which elected the original Ordinary Board Member) electing a replacement in accordance with its procedures, within twenty eight (28) days from the date of such vacancy arising. Such person so appointed shall hold office as an Ordinary Board Member until the conclusion of the next Company AGM after his appointment and shall then be eligible for re-election subject to the provisions of these Articles. Any person to be so appointed by the Board must be a member of a Club in the relevant Region.

69. Subject to the maximum periods of office provided for in these Articles, and to the provisions of the Acts, a retiring Board Member shall be eligible for re-election.

70. The Company may by ordinary resolution of which extended notice has been given in accordance with section 142 of the Companies Act 1963 remove any Board Member before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Board Member. Such removal shall be without prejudice to any claim such Board Member may have for damages for breach of any contract of service between him and the Company.

71. A vacancy created by the removal of a Board Member under article 70 may be filled as a casual vacancy.

72. No Board Member (including the President) shall be eligible for appointment to any paid executive office in the Company (including that of the CEO).

PRESIDENT

73. An elected nominee from one of the Regions (as hereinafter provided) shall hold the office of President of the Company each year (for this purpose being the period from the conclusion of one Company AGM to the conclusion of the next).

74. No person shall hold the office of President more than twice and while President shall not hold office as a Board Member or be a member of any Standing Committee.

75. The office of the Presidency shall be rotated each year between the Regions (i.e. until the next Company AGM) in the following order: Ulster, Connacht, Munster and Leinster. The elected nominee for the office of President from a Region shall be such person (who must be a Member of the Company) as the majority of Clubs of the relevant Region so determine by voting in favour of such person by ordinary resolution at that Regionôs Regional AGM (which shall take place at least two (2) months prior to the Company AGM). The secretary of the relevant Regional Management Committee shall notify the Secretary in writing of the name of such elected nominee no later than 12 Clear Days prior to the date of the Company AGM. That elected nominee shall hold office as President from the conclusion of the next Company AGM.

76. The President shall be an *ex officio* member of the Board and shall be entitled to attend but not to vote at meetings of the Board. The President shall keep all matters and documents disclosed at meetings of the Board in strict confidence and will not disclose them to any third parties without the prior written consent of the Board.

77. The President shall represent the interests of the Company at all ceremonial and representative occasions as required.

CHAIRPERSON

78. The Chairperson shall be a person with the necessary leadership qualities and management skills and with the necessary dedication to the pursuance of the objects of the Company to chair meetings of the Company, the Board and any committees where required.

79. The duties of the Chairperson shall include (but not be limited to) liaising with the CEO on the day-to-day management of the Company and with the CEO, the Treasurer, the Secretary and any relevant Standing Committees or committees on other matters as appropriate.

TREASURER

80. Subject to the duties of the Board and to the provisions of the Acts, the Treasurer shall be a person with a good working knowledge of finance who shall monitor all income and expenditure of the Company, bank statements, accruals and prepayments, funding, investments and loans, the financial records of the Company, budget preparation and reporting and shall make a report at meetings of the Board and/or the Company and Company AGMs where appropriate on all financial matters of the Company.

SECRETARY OF THE COMPANY

81. The Secretary shall be a person with the necessary organisational skills to act as Secretary of the Company, whose duties shall include keeping the register of Members up to date, issuing notices and agenda of all meetings of the Board and of the Company (including General Congress) within the appropriate time limits,

recording minutes of all meetings of the Board and of the Company, attending to correspondence as Secretary of the Company on behalf of the Board, keeping all records of the Company, carrying out all such other administrative and management duties as the office of the Secretary of the Company requires from time to time, and dealing with queries on standing orders, bye-laws, Rules, notices of motion and proceedings as they arise from time to time, keeping the statutory books and records of the Company up to date, making all filings on behalf of the Company to the necessary authorities and any other duties assigned to the Secretary from time to time under the Acts.

CHIEF EXECUTIVE OFFICER

82. The CEO shall not be a member of the Board and shall hold office on such terms and conditions as the Board may determine. The CEO shall be responsible for the day to day running of the Company subject to the provisions of the Acts and shall report to the Board accordingly at its meetings and shall liaise with the Chairperson between Board Meetings.

VACATION OF OFFICE OF BOARD MEMBER

83. The office of a Board Member shall be vacated:

(a) subject to the other provisions of these Articles, at the conclusion of the AGM of the Company next following such Board Member's election unless re-elected following successful candidature in a second or subsequent election; or

(b) if he ceases to be a Board Member by virtue of any provision of the Acts or becomes prohibited by law from being a Board Member; or

(c) if he is adjudged bankrupt in Ireland or elsewhere in the European Union (as defined from time to time) or makes any declaration of insolvency or suspends payment or makes any arrangement or composition with his creditors generally or is a director of a company which goes into liquidation; or

(d) if he becomes of unsound mind; or

(e) if he resigns his office by notice to the Company (whether in electronic form or otherwise); or

(f) if he is convicted of an indictable offence, or any other offence which in the reasonable opinion of the Board adversely affects his position as a Board Member.

POWERS OF THE BOARD

84. Subject to the provisions of the Acts, the memorandum of association and these

Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board who may exercise all the powers of the Company as are not by the Acts or by these Articles required to be exercised by the Company in general meeting but subject nevertheless to the provisions of the Acts and of these Articles and to such directions, not being inconsistent with such provisions, as may be given by the Company in general meeting and provided that no direction given by the Company in general meeting and no alteration of the memorandum or articles of association of the Company shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by these Articles and a meeting of the Board Members at which a quorum is present may exercise all powers exercisable by the Board.

85. Without prejudice to the generality of Article 84, the powers of the Board Members shall include but not be limited to:

(a) to be responsible for the management of the affairs of the Company;

(b) to review reports on the income and expenditure of all Committees and all other committees;

(c) to approve, reject or amend any recommendation from all Committees and all other committees;

(d) to appoint and arrange supervision of the staff of the Company;

(e) to arrange office accommodation for the administration and staff of the Company, and for that purpose, enter into any contract for the lease, purchase and disposal of property;

(f) to appoint any committees or sub-committees considered necessary;

(g) to make alternative arrangements pending the next Company AGM where a Standing Committee is not operating in accordance with the Rules or these Articles;

(h) to consider and approve or reject all applications for national swimming records;

(i) to establish appropriate terms of reference for all committees and sub-committees of the Board and Standing Committees and roles for committee members;

(j) to draw up the Rules, bye-laws or other procedures for the operation of the Company and the attainment of its objectives, and amend them from time to time; and

(k) to draw up standing orders for general meetings of the Company and meetings of General Congress and amend them from time to time and circulate same to the Members.

86. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

87. The Board shall have the power to adopt, alter and repeal such Rules, bye-laws, terms of reference, procedures and standing orders concerning the governance of the Company as they may deem necessary, expedient or convenient for the proper conduct and management of the Company or to comply with the memorandum and articles of association of the Company and these Articles provided that no Rule, bye-law, term of reference, procedure or standing order shall be inconsistent with or shall affect or repeal anything contained in the memorandum or articles of association of the Company or constitute such an amendment of or addition to these Articles as could only lawfully be made by special resolution of the Company. The Board shall adopt such means as they deem sufficient to bring to the attention of the Members all such Rules, bye-laws, terms of reference, procedures, standing orders, alterations and repeals, and all such Rules, bye-laws, terms of reference, procedures and standing orders so long as they are in force, shall be binding on the Members.

PROCEEDINGS OF THE BOARD

88. Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. A Board Member may, and the Secretary shall, at the request of a Board Member, call a meeting of the Board.

89. The Board may meet and adjourn as it thinks proper provided that it shall meet at least six (6) times in every year. It shall not be necessary to give notice of a meeting to a Board Member who is absent from Ireland.

90. Questions arising at a Board meeting shall be decided by a majority of votes of the Board Members present and entitled to vote in accordance with these Articles and subject to the Acts. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

91. The quorum for the transaction of the business of the Board shall be the number of Board Members present in person and entitled to vote in accordance with these Articles and subject to the Acts which is equal to (HBM (RUF) + 1) where ñHBM (RUF)ò is half of the Board Members entitled to vote at Board Meetings (rounding up fractions arising from calculating that half). Accordingly where the number of Board Members in accordance with Article 65 who are entitled to vote is eleven the quorum is seven.

92. Every Board Member (apart from the President who is a non-voting member of the Board) shall have one vote at Board meetings, subject to the provisions of the Acts and these Articles in relation to when a Board Member is not entitled to vote.

93. 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 in accordance with these Articles.

94. The continuing Board Members or a sole continuing Board Member may act notwithstanding any vacancies in their number, but, if the number of Board Members is less than the number fixed as the quorum, the continuing Board Members or Board Member may act only for the purpose of calling a general meeting.

95. All acts done by a meeting of the Board, or a Standing Committee or a committee or sub-committee of the Board, or by a person acting as a Board Member or as a member of a Standing Committee, committee or sub-committee, as the case may be, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment or election of any Board Member or any other member as aforesaid, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed or elected and was qualified and had continued to be a Board Member or other member as aforesaid and had been entitled to vote.

96. All Company contracts which the Board considers are material shall be signed for and on behalf of the Company by two Senior Officers.

97. (a) A resolution in writing signed by all the Board Members entitled to receive notice of a meeting of the Board or of a committee or sub-committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) sub-committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Board Members.

(b) Any Board Member may participate in a meeting of the Board by means of conference telephone or other telecommunications equipment whereby all persons participating in the meeting can hear each other speak. Participation in a meeting in this manner shall be deemed to constitute persons in person at such meeting. Any Board Member may be situated in any part of the world for any such meeting.

BOARD MEMBERS' APPOINTMENTS AND INTERESTS

98. Save as otherwise provided by these Articles, a Board Member shall not vote at a meeting of the Board or of any committee or sub-committee of the Board of which he is a member, on any resolution concerning a matter in which he has, directly or indirectly, an interest unless that interest relates to (i) the giving by him of a guarantee, security or other indemnity in respect of money lent to or an obligation incurred by him for the benefit of the Company or (ii) the giving of a third party guarantee, security or indemnity in respect of an obligation of the Company for which that Board Member has assumed responsibility in whole or part and whether

alone or jointly. An interest of a person who is, for the purposes of these Articles and for any purpose of the Acts, connected with a Board Member shall be treated as an interest of that Board Member. A Board Member shall not be entitled to vote on any matter in which any person with whom that Board Member is connected (as determined by the Acts) has an interest.

99. Subject to the provisions of the Acts and to the provisions of Articles 88 to 97 and provided he has disclosed to the Board the nature and extent of any interest, a Board Member notwithstanding his office:-

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

(b) may be a director or other officer of, or be employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;

(c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest of benefit.

100. For the purposes of Article 99:-

(a) a general notice given to the Board that a Board Member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Board Member has an interest in any such transaction of the nature and extent so specified;

(b) an interest of which a Board Member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

(c) subject to Articles 88 to 98, a Board Member may <u>not</u> vote in respect of any contract in which he is interested or on any matter arising thereout.

DELEGATION OF THE BOARD'S POWERS AND COMMITTEES

101. The Board may delegate any of its powers to a committee or a sub-committee established by the Board (including the Standing Committees referred to in these Articles) which committees, sub-committees or Standing Committees shall consist of at least three (3) persons. Persons who are nominated or elected to any committee or sub-committee need not be Board Members and shall not be Board Members in the case of the Standing Committees save in accordance with

circumstances identified in Article 105. The Board may also delegate to the CEO or to any Board Member such of their powers as they consider desirable to be exercised by him.

102. Any such delegation referred to in Article 101 may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered at any time by the Board.

103. The terms of reference and detailed rules of procedure for all committees, sub-committees or Standing Committees shall be set by the Board as amended from time to time and shall be detailed in the Rules or bye-laws of the Company.

104. Other than as provided for in Article 105 and excluding appointments made for the purpose of filling casual vacancies pursuant to Articles 68 and 111 no Board Member shall be a member of a Standing Committee.

105. The Senior Officers and the CEO shall be *ex officio* members of all Standing Committees with the exception of the Disciplinary and Complaints Committee and the Selection Committee. The Board may appoint any Board Member to sit on any Standing Committee as a liaison officer with the exception of the Disciplinary and Complaints Committee and the Selection Committee and any Board Member so appointed shall sit as an *ex officio* member of such Standing Committee. The Board may in addition appoint any employee of the Company to sit *ex officio* on any committee appropriate to that employeeôs expertise with the exception of the Disciplinary and Complaints Committee.

106. Subject to Articles 109 and 111, the Board shall have the power to appoint any person to fill a casual vacancy arising on any Standing Committee or on any other committee or sub-committee established by the Board pursuant to these Articles. Any person so appointed shall hold office from the date of such appointment until the conclusion of the next Company AGM after his appointment.

107. No Standing Committee, committee or sub-committee of the Board shall have disciplinary powers or powers of sanction other than the Disciplinary and Complaints Committee and all such powers shall be vested solely in the Board subject to any delegation of same to the Disciplinary and Complaints Committee or otherwise as may be determined by the Board.

108. The Board may resolve by a majority resolution that it is the reasonable opinion of the Board that any Standing Committee, committee or sub-committee of the Board is not functioning or not functioning in accordance with its respective terms of reference. If the Board resolves as aforesaid then all the members of the relevant Standing Committee, committee or sub-committee shall cease *ipso facto* to hold office as such members and the vacancies created by such cessations shall be deemed to be casual vacancies which the Board may fill in accordance with Article 106 (but subject to Articles 109 and 111.

109. No person shall serve on more than one Standing Committee at any time other than such persons as are appointed as *ex officio* members pursuant to Article 105 or have been appointed to fill a casual vacancy under Article 111.

110. For the purposes of this Article, references to ñcommitteeò shall include reference to any Standing Committee, committee or sub-committee of the Board. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of any committee shall be determined by a majority of votes of the committee members present and entitled to vote. Where there is an equality of votes, the chairperson of the committee shall have a second or casting vote. A resolution in writing signed by all the members of any committee entitled to receive notice of a meeting of the committee and to vote thereat shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held and may consist of several documents in the like form each signed by one or more members of the committee. The Board shall determine the quorum required for a valid meeting of each committee. All other provisions of these Articles relating to proceedings of the Board (including in to attendance at meetings by telephone or similar equipment) shall apply *mutatis mutandis* to proceedings of a committee.

111. (a) In the event of a position on a Standing Committee not being filled in accordance with the procedures for doing so contemplated in these Articles, or a casual vacancy arising on any Standing Committee which is evident at the conclusion of the Company AGM, and if the position was to be filled by a Region or if the vacancy arises in a position which was filled by a Region, the relevant Regional Management Committee may appoint any person (provided such person has not already been appointed to fill another casual vacancy on either a Standing Committee or the Board) to fill any such vacancy howsoever arising within twenty eight (28) days from the date of such Company AGM. In any other case, or if the Regional Management Committee fails to appoint a person to fill the vacancy, the Board may do so under the provisions of Article 106 and such person (however appointed) shall hold office from the date of such appointment to the conclusion of the next Company AGM after his appointment.

(b) In the event of any vacancy arising on any Standing Committee at any other time during the year, and if the vacancy arises in a position which was filled by a Regional Management Committee, the relevant Regional Management Committee may appoint a person (provided such person has not already been appointed to fill another casual vacancy on either a Standing Committee or the Board) to fill such vacancy within twenty eight (28) days of such vacancy arising by notification to the Board and relevant Standing Committee. In any other case, or if the Regional Management Committee fails to appoint a person to fill the vacancy, the Board may do so under the provisions of Article 106 and such person shall hold office

from the date of such appointment until the conclusion of the next Company AGM after his appointment.

EXPENSES OF BOARD MEMBERS AND COMMITTEE MEMBERS

112. The Board Members and any members of any Standing Committee, committee or sub-committee of the Board may be paid all reasonable travelling, hotel and other expenses properly incurred and vouched by them in connection with their attendance at meetings of the Board or of Standing Committees or committees or sub-committees or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

STANDING COMMITTEES

113. The following shall be the Standing Committees (12) of the Company:

(a) the Selection Committee;

(b) the Disciplinary and Complaints Committee;

(c) the Child Welfare Committee;

(d) the Education Technical Committee;

(e) the Audit Committee;

(f) the National Performance Committee;

(g) the National Competitions Committee;

(h) the High Performance Technical Committee;

(i) the Masters Committee; and

j) the Diving Committee.

114. (a) The Board may increase the number of Standing Committees from time to time.

(b) The Board may reduce the number of Standing Committees only with the consent of the Company in general meeting (i.e. by a resolution passed by a majority of the members present at a general meeting who are entitled to vote and do vote on the resolution).

115. Where a maximum term of office is provided by these Articles for any office on a Standing Committee no person shall be eligible for re-election to the same

Standing Committee on which he has served the maximum term of office until the second Company AGM after he ceased to hold that office. Save and except for the Audit Committee, the maximum term of office on a Standing Committee is four years (whether consecutive or not). Every member of a Standing Committee shall hold office from the conclusion of the Company AGM at which, or with effect from which (as the case may be), such member was elected until the conclusion of the next Company AGM.

CHILD WELFARE COMMITTEE

116. The Child Welfare Committee shall consist of six (6) persons of which one (1) person shall be appointed by each Regional Management Committee. The other two (2) members of this Committee shall, subject to the prior approval of the Board, be co-opted on to the Committee by the four (4) persons appointed by the Regional Management Committee. All appointees to the Child Welfare Committee shall have the requisite qualifications as determined by the Board from time to time. The secretary of each Regional Management Committee shall notify the Secretary in writing of the name of such appointee no later than 12 Clear Days prior to the date of the Company AGM. As soon as possible after each Company AGM the Board shall ratify, or refuse to ratify, the appointments of members of this Committee and shall ensure that it is re-established. If any appointment is not so ratified the Board shall request the relevant Regional Management Committee to make another appointment for ratification.

A. REGIONALLY ELECTED COMMITTEES

SELECTION COMMITTEE

117. The Selection Committee shall consist of four (4) persons, one elected by each Region in accordance with the provisions set out in this Article. All nominees to the Selection Committee shall have the requisite qualifications as determined by the Board from time to time and be actively involved in the sport of swimming. Each Region shall be entitled to elect one person (and a substitute) to the Selection Committee at their respective Regional AGM which shall take place at least two (2) months prior to the Company AGM. The secretary of each Regional Management Committee shall notify the Secretary in writing of the names of such elected nominees no later than 12 Clear Days prior to the date of the Company AGM.

DISCIPLINARY AND COMPLAINTS COMMITTEE

118. The Disciplinary and Complaints Committee shall consist of eight (8) persons, two of whom shall be elected from each Region in accordance with the provisions set out in this Article. All nominees to the Disciplinary and Complaints Committee shall have the requisite qualifications as determined by the Board from time to time. Each Region shall be entitled to elect two persons to this Committee at their respective Regional AGM which shall take place at least two (2) months prior to the Company AGM. The secretary of each Regional

Management Committee shall notify the Secretary in writing of the names of such elected nominees no later than 12 Clear Days prior to the date of the Company AGM.

119. The Disciplinary and Complaints Committee shall act both within the context of its terms of reference as set by the Board and the complaints and disciplinary procedure set down in the Rules or bye-laws of the Company (which shall be taken into account by the Board in setting its terms of reference) provided that nothing in such terms of reference and/or complaints and disciplinary procedures shall be inconsistent with or shall affect or repeal anything contained in the memorandum or articles of association of the Company or constitute such an amendment of or addition to these Articles as could only lawfully be made by special resolution of the Company. An appeals process shall be set out in the Rules.

MASTERS COMMITTEE

120. There shall be a maximum of eight (8) persons on the Masters Committee (excluding the *ex officio* members), two of whom shall be elected from each Region in accordance with the provisions set out in this Article. Each Region shall, at its relevant AGM (which shall take place at least two (2) months prior to the Company AGM) elect two (2) representatives to the Committee. The secretary of each Regional Management Committee shall notify the Secretary in writing of the names of such elected nominees no later than 12 Clear Days prior to the date of the Company AGM.

NATIONAL COMPETITIONS COMMITTEE

121. There shall be a maximum of eight (8) persons on the National Competitions Committee (excluding the *ex officio* members), two of whom shall be elected from each Region in accordance with the provisions set out in this Article. Each Region shall, at its relevant AGM (which shall take place at least two (2) months prior to the Company AGM) elect two (2) representatives to the Committee. The secretary of each Regional Management Committee shall notify the Secretary in writing of the names of such elected nominees no later than 12 Clear Days prior to the date of the Company AGM.

NATIONAL PERFORMANCE COMMITTEE

122. There shall be a maximum of eight (8) persons on the National Swimming Committee (excluding the *ex officio* members) two of whom shall be elected from each Region in accordance with the provisions set out in this Article. Each Region shall, at its relevant AGM (which shall take place at least two (2) months prior to the Company AGM) elect two (2) representatives to the Committee. The secretary of each Regional Management Committee shall notify the Secretary in writing of the names of such elected nominees no later than 12 Clear Days prior to the date of the Company AGM.

DIVING COMMITTEE

123. The Diving Committee shall consist of six (6) persons. Four (4) members of this Committee will be from the Regions of which no more than three (3) can be from any one Region. The other two (2) members of this Committee shall be a Diving Technical expert from outside of Ireland and a sports development expert both of whom shall be appointed by the Board.

124. All nominees to the Diving Committee shall have the requisite qualifications as determined by the Board, be actively involved in the sport of Diving and have the relevant expertise for the position they hold on the Committee. The four (4) members of the Committee from the Regions shall be elected each year at the Company AGM. No more than three (3) nominees from each Region may be put forward for election to the Committee at the Company AGM. If there are more than three (3) nominees for election to this Committee from any one Region in any year such Region shall, at its relevant AGM (which shall take place at least two (2) months prior to the Company AGM) elect three (3) nominees to stand for election to the Committee at the Company AGM. The secretary of each Regional Management Committee shall notify the Secretary in writing of the names of the regionally elected nominees put forward for election no later than 28 Clear Days prior to the date of the Company AGM.

Nominations for election to this Committee must be notified to the Secretary and be made in accordance with the provisions of Articles 130 to133.

B. BOARD APPOINTED TECHNICAL COMMITTEES

125. Each of the Education Technical Committee, the Audit Committee, the High Performance Technical Committee and the Officials Committee shall contain a minimum of two volunteer committee members who shall be Members of the Company.

EDUCATION TECHNICAL COMMITTEE

126. The Education and Training Committee shall consist of persons who shall have the requisite qualifications as determined by the Board from time to time and be actively involved in the sport of swimming. The Board shall determine the number of committee members and appoint such persons from time to time and may remove any such person from this Committee at any time.

AUDIT COMMITTEE

127. The Audit Committee shall consist of three (3) persons who shall have the requisite experience in financial and administrative matters to sit on such a

Committee. At least one (1) member of this Committee must be an accountant qualified to practice in Ireland. The Board shall appoint such persons from time to time and may remove any such person from this Committee at any time. The Board shall ensure that this Committee is re-established as soon as possible after each Company AGM.

OFFICIALS COMMITTE

128. The Officials Committee shall consist of a maximum of seven (7) persons all of whom must be either on the current FINA Officials List or a registered Swim Ireland Referee. If there are more than 7 nominees for the Committee on the current FINA Officials List then the Committee shall be appointed by the Board from FINA Officials List nominees only. If there are less than 7 nominees for the Committee on the current FINA Officials List then all nominees for the Committee on the current FINA Officials List will be appointed to the Committee and the remainder of the positions on the Committee shall be appointed by the Board from any other nominees for the Committee who are registered Swim Ireland referees. The Board shall determine the number of committee members and appoint such persons from time to time in accordance with this Article and may remove any such person from this Committee at any time.

HIGH PERFORMANCE TECHNICAL COMMITTE

129. The High Performance Technical Committee shall consist of persons who shall have the requisite qualifications as determined by the Board from time to time and be actively involved in the sport of swimming. The Board shall determine the number of committee members and appoint such persons from time to time and may remove any such person from this Committee at any time.

NOMINATIONS

130. Candidates wishing to stand for election to the Board or any Standing Committee or for any office under these Articles where election at the Company AGM is required, must receive the nomination of at least two (2) Clubs in their Region, one of which must be their own. In the case of Clubs, nominations must be approved at a committee meeting of the relevant Club which must be held in advance of the closing date for receipt of nominations by the Company.

131. The names of nominees for election must be notified to the Secretary no later than 28 Clear Days prior to the date of the Company AGM.

132. A full list of nominees seeking election or re-election to the Board or any Standing Committee where election at the Company AGM is required shall be circulated to all Members subject to the notice provisions provided in Articles 152 - 160 no later than 21 Clear Days prior to the date of the Company AGM.

133. All candidates presenting for election shall be required to submit a brief profile of their experience and/or qualifications relative to the position they are standing for in a format prescribed by the Board and set out in the Rules.

WATER POLO

134. The Board has delegated its power to manage the affairs of water polo in Ireland to the IWPA who are appointed by the Board to manage the affairs of Water Polo in Ireland. The Board may, in exceptional circumstances following consultation with the IWPA, by notice in writing to the IWPA cancel its appointment to manage the affairs of water polo in Ireland in which case the power to manage the affairs of water polo in Ireland will immediately revert to the Board.

REGIONAL MANAGEMENT COMMITTEES AND REGIONAL ANNUAL GENERAL MEETINGS

135. The Company has established the Regions which shall be managed by the Regional Management Committee for the purposes of regional competitions, squad programmes and election of Regional representatives and Ireland shall be divided into four (4) Regions namely:

(a) Connacht;

(b) Leinster;

(c) Munster; and

(d) Ulster.

136. Each Club shall be situated in one of the Regions.

137. Each Region and its Regional Management Committee (as defined below) shall comply with all affiliation regulations and procedures set down by the Company whether in the Rules or any bye-laws or standing orders and as drawn up by the Board from time to time and shall be bound by these Articles and the Rules.

138. In the event of a Region or a Regional Management Committee failing to comply with these Articles, the Rules or any other measure prescribed by the Board, the Disciplinary and Complaints Committee and/or the Company in general meeting, the Region may be disaffiliated from the Company in accordance with the procedures for disaffiliation set down in the Rules or any bye-laws or standing orders.

139. Each Region acting through its Regional Management Committees shall have the following responsibilities:

(i) managing the affairs of its Region in accordance with an agreed national plan for the Company and the specific needs of that Region;

(ii) the monitoring and control of Regional sub-committees and directing policies to be implemented by the Regional sub-committees in line with the Companyôs national plan;

(iii) development of swimming and associated disciplines at all levels within their Region;

(iv) the running of events suitable to the widest range of its membership;

(v) operating squad programmes which will assist athletes in reaching their potential;

(vi) raising funds in liaison with the Board to fund its programme save for Ulster which Region receives its funding from other sources;

(vii) reporting to the relevant Regional AGM where that Region's accounts shall be considered, same having been presented to the Region's clubs twelve (12) Clear Days prior to the meeting;

(viii) reporting to the Board on a regular basis, and to the Company's AGM on an annual basis, in each case on the matters listed in this paragraph (d) save for the Ulster Regional Management Committee (or Ulster, as the case may be) which shall report on the matters listed in sub-paragraphs (i) to (v) above only; and

(ix) convening Regional AGMs for the election of Regional representatives to the Board in accordance with Article 66 and appointing members of Standing Committees in accordance with these Articles; and

(b) a Regional Management Committee may, subject to all relevant financial considerations and the approval of the Region's Clubs by ordinary resolution at the AGM of the respective Region, employ such staff and resources as it deems necessary to develop swimming and associated disciplines within its Region.

140. An AGM of all Clubs located in each Region (a ñRegional AGMò) shall elect once every year a committee which shall be known as a Regional Management Committee (a ñRegional Management Committeeò). Subject to the provisions of

these Articles, representation on, terms of reference for and procedures of the Regional Management Committees shall be as set out in the Rules.

141. (a) Each Regional Management Committee shall convene its Regional AGM to be held at least two (2) months prior to the Company AGM.

(b) At such Regional AGM, there shall be elected (i) a Regional chairman, (ii) a Regional secretary, (iii) a Regional treasurer, (iv) two Regional representatives who shall sit on the Board of the Company, (v) Regional representatives to relevant Standing Committees and (vi) Regional sub-committees to assist the Regional Management Committee in the performance of its duties. Each Regional Management Committee shall adopt such procedures governing its Regional AGM as are, *mutatis mutandis,* contained in these Articles relating to general meetings of the Company insofar as is reasonably practicable or practical to do so.

(c) The Regional Management Committee shall consist of a minimum of the Regional chairman, the Regional secretary, the Regional treasurer, the two Regional representatives who sit on the Board of the Company and the chair persons of the regional sub-committees.

142. The members of the Regional Management Committees shall hold office in accordance with the following terms:

(a) the members of a Regional Management Committee shall hold office from the conclusion of the next Company AGM after the Regional AGM at which they are elected until the conclusion of the next Company AGM;

(b) the maximum term of office for any person serving on any Regional Management Committee in any capacity shall be four (4) years (whether consecutive or not) served at any time (including for the avoidance of doubt any period prior to 2010 Company AGM), after which four years a person who has held such position is not eligible for re-election to the same Regional Management Committee until the second Regional AGM thereafter;

(c) Regional Management Committees shall have such disciplinary powers over Clubs or Members within their Region as determined by the Board from time to time;

MINUTES

143. The Board shall cause minutes to be made in books kept for the purpose -

(a) of all appointments of officers made by the Company; and

(b) of all proceedings at meetings of the Company, the Board, all Standing Committees and all committees and sub-committees of the Board,

including the names of the Members, Delegates, Board Members, Standing Committee members, committee members and sub-committee members as the case may be present at each such meeting.

THE SEAL

144. The Seal shall only be used by the authority of a resolution of the Board or of a committee of Board Members authorised by the Board in that behalf. The Board may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Board Member and shall be countersigned by the Secretary or by a second Board Member. Any instrument in electronic form to which the Seal is required to be affixed shall be sealed by means of an advanced electronic signature based on a qualified certificate of two (2) Board Members or of one (1) Board Member and the Secretary or a second Board Member.

FUNDING

145. (a) All income and expenditure of the Company shall be administered by the Treasurer acting on behalf of the Board. The Treasurer shall be assisted by the Finance Committee.

(b) Regional Management Committees and Affiliated Members may apply to the Company for funding for their operation each year. The application shall take the form determined by the Board and all funding to the Regions and the Affiliated Members shall be determined by the Board following consultation with the Finance Committee.

(c) Each Regional Management Committee and Affiliate Member which shall have obtained funding from or through the Company shall submit to the Company copies of its accounts within two months after the end of its financial year.

(d) Each Regional Management Committee and Affiliate Member which shall have obtained funding from or through the Company shall submit to the Companyôs annual general meeting an assessment of their progress in achieving their goals and on the value obtained from the funding.

ACCOUNTS

146. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as provided herein, conferred by statute or authorised by the Board or by ordinary resolution of the Company.

147. The Board shall cause proper and sufficient books of account, whether in electronic form or otherwise, to be kept with respect to:

(a) the assets and liabilities of the Company;

(b) the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place; and

(c) all sales and purchases of goods by the Company.

Each of the Connacht, Leinster and Munster Regional Management Committees and each Affiliate Member which has received funding from or through the Company shall comply with this article as if references herein to the Board and the Company were references to such Regional Management Committee or Affiliate Member as the case may be.

148. The books of account shall be kept at the Registered Office or the place of business of the Company.

149. At least once in every year the Board shall place before the Company in general meeting an income and expenditure account for the period since the last preceding accounting period made up to a date not more than nine months before such meeting, together with a balance sheet made up as at the same date. Every such balance sheet shall be accompanied by a report of the Board and a report of the auditors, and a copy of such account, balance sheet and reports shall not less than twenty-one (21) Clear Days before the date fixed for the meeting be sent by post, electronic mail or any other means of electronic communication to all persons entitled under the provisions of the Acts to receive them and to Regional Management Committee secretaries and Club Secretaries in the manner in which notices are hereinafter directed to be served, provided that in the case of those documents sent by electronic mail or any other means of electronic communication, such documents shall be sent with the consent of the recipient to the address of the recipient notified to the Company by the recipient for such purposes. The auditorsô report shall be read before the meeting as required by the Acts.

AUDIT

150. At least once in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained by one or more properly qualified auditor or auditors.

151. Auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Acts, the Board Members being treated as the directors mentioned in those provisions and the Members as shareholders.

NOTICES

152. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that notice convening a meeting of the Board need not be in writing.

153. Subject to Article 154 in the case of Club Members, a notice or document to be given, served or delivered in pursuance of these Articles may be given, served on or delivered to any Member:

(a) by handing same to him or to his authorised agent;

(b) by leaving same at his registered address;

(c) by sending same, by post in pre-paid cover addressed to him at his registered address; or

(d) by sending same by means of electronic mail or other means of electronic communication approved by the Board, to the address of the Member notified to the Company by the Member for that purpose (or if not so notified, then the address of the Member last known to the Company). In the case of Club Members, notice may be given by this means by sending it to the secretary of the Club concerned, provided that that secretary has consented to this means of notice.

154. Where a notice or document is given, served or delivered in accordance with paragraph (a) or (b) of Article 152, the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Member (or Club in the case of Club Members) or his authorised agent, or left at his registered address at the case may be.

155. Where a notice or document or notice is given, served or delivered in accordance with paragraph (c) of Article 152, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty-four (24) hours after the cover containing it was posted. In proving service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

156. Where a notice or document is given, served or delivered in accordance with paragraph (d) of Article 152, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twelve (12) hours after despatch.

157. Notice of AGM shall be given to all Members at least forty two (42) Clear Days prior to such meeting. Notice of general meetings other than AGMs shall be given to all Members at least twenty one (21) Clear Days prior to such meeting. In the case of Club Members, notice shall be given by sending same by pre-paid post to the secretary of each Club (the secretary of a Club being the person last notified as such in writing to the Company).

158. Notice of any general meeting other than AGMs shall be given in the manner authorised in these Articles to:

(a) every Member but to Clubs only in the case of Club Members (subject to Article 154);

(b) every Regional Management Committee secretary;

(c) every personal representative of the Official Assignee in bankruptcy of a Member (where it arises) where such Member but for his death or bankruptcy would be entitled to receive notice of the meeting;

(d) the auditors for the time being of the Company;

(e) each Board Member; and

(f) past Presidents of the Company and to all life members of the Company as determined by the Companyôs records**.**

No other person shall be entitled, as of right, to receive notice of general meetings.

159. Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy, examiner, liquidator of any Member shall be bound by any notice given pursuant to these Articles if sent to the last registered address of a Member or sent to the address notified to the Company for the purposes of Article 152(d) notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation, or disability of such Member. The signature (whether electronic signature, advanced electronic signature or otherwise) to any notice given by the Company may be written (in electronic form) or printed.

160. Notwithstanding the provisions of these Articles, if at any time by reason of the suspension or curtailment of postal services within Ireland, the Company is unable to effectively convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one leading national daily newspaper published in Ireland and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day on which such advertisement or advertisements shall appear. In any such circumstance, the Company shall send confirmatory copies of the notice via post to those Members with addresses outside Ireland or (if practical to do so in the opinion of the Board) in areas of Ireland unaffected by any such suspension or curtailment of postal services. The accidental omission to give any such confirmatory copy of a notice of a meeting to, or the non-receipt of any such confirmatory copy by, any person entitled to receive same shall not invalidate the proceedings at the meeting.

INDEMNITIES

161. (a) Subject to Section 200 of the Companies Act, 1963 (as amended) every Board Member and the Secretary of the Company shall be indemnified by the Company against, and it shall be the duty of the Board Members out of the funds of the Company to pay, all costs, losses and expenses which any such Board Member and/or the Secretary may incur or become liable to by reason of any contract entered into by him or any act or thing done by him as such Board Member or Secretary or in any way in the discharge of his duties. And no Board Member or Secretary shall be liable for the acts, receipts, neglects or defaults of any other Board Member or the Secretary (in the case of Board Members) or for joining in any receipt or other act of

conformity, or for any loss or expense, damage or misfortune whatever suffered or incurred by the Company which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own wilful act or default.

(b) The members of the Disciplinary and Complaints Committee shall be indemnified by the Company and it shall be the duty of the Board to pay out of the funds of the Company, all costs, losses, and expenses which any member of the Disciplinary and Complaints Committee may incur or become liable for by reason of any act or thing done by him as a member of the Disciplinary and Complaints Committee or in any way in the discharge of his duties as a member of such Standing Committee provided that (i) no member of the Disciplinary and Complaints Committee shall be liable for the acts, receipts, neglects or defaults of any other member of the Disciplinary and Complaints Committee, or for any loss or expense, damage or misfortune whatever suffered or incurred by the Company which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own wilful act or default, and (ii) such Member has undergone such training as shall be deemed necessary and appropriate by the Board and has at all times acted in good faith in the discharge of his duties.

WINDING UP

162. Clause 5 of the memorandum of association of the Company relating to the winding up or dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.