

COMPANIES ACTS 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

IRISH AMATEUR WRESTLING ASSOCIATION

MEMORANDUM OF ASSOCIATION

OF

THE IRISH AMATEUR WRESTLING ASSOCIATION

(Adopted by special resolution on 18th October 2020 and subsequently amended and adopted by special resolution on 18th April 2021)

1. The name of the company (hereinafter referred to as “the IAWA”) is the Irish Amateur Wrestling Association or in the Irish language Cumann Iomrascala Amaitearach na hEireann Teoranta
2. The IAWA is a company limited by guarantee to which Part 18 of the Companies Act 2014 applies.
3. The main objects for which the IAWA is established are;
 - (a) To govern, promote and develop throughout the thirty-two counties of the Republic of Ireland and Northern Ireland (hereinafter referred to as “Ireland”) the sport of amateur wrestling in all of its forms and styles for males and females.
 - (b) To function as the sole competent authority in the national organisation and administration of the sport of amateur wrestling in Ireland.
 - (c) To make and publish, as and when necessary, Rules and Regulations for the government of amateur wrestling in Ireland.
4. As objects incidental and ancillary to the attainment of the main objects of the IAWA, the IAWA shall have the following subsidiary objects;
 - (a) To maintain a close working relationship with and, where possible, to obtain and maintain affiliation to Sports Ireland, the International Amateur Wrestling Federation United World Wrestling and the Olympic Federation of Ireland any other body or organisation as shall be determined by the Board from time to time.
 - (b) To determine any disputes or differences referred to the IAWA under the provisions of the Rules and Regulations published by the IAWA or the Board from time to time.
 - (c) To monitor all developments, legislative or otherwise, affecting the interests of the IAWA and its members and to make such representations and take such action as occasion may demand.

To observe and comply with the rules and regulations of all the bodies it is affiliated to.

- (d) To recognise Sport Ireland as the official testing authority for doping control in Ireland and to observe and comply with their anti-doping policies and conform to the World Anti-Doping Code.
5. The Registered Office of the IAWA shall be situated in the Republic of Ireland.
6. For the purpose of attaining the above main objects, the IAWA is empowered to:-
- (a) Take over all or any of the assets, liabilities or functions of the unincorporated association known as the Irish Amateur Wrestling Association, having and pursuing substantially similar aims and objects as the IAWA and to effectuate and carry into execution the powers, obligations, duties and general objects of the said unincorporated association.
 - (b) To raise funds solely for the promotion and advancement of the aims and objects of the IAWA in so far as they relate to the promotion of amateur wrestling under the auspices of the IAWA..
 - (c) To promote, run, hold, carry on and or take part in such games, entertainment, events, concerts, public entertainments and functions as are or will be sanctioned in accordance with the Rules and Regulations for the time being of the IAWA for the purposes of Clause 3 above.
 - (d) To apply for, promote and obtain any permission, consent, licence or other instrument for enabling the IAWA to carry any of its objects into effect, or for effecting any modification of the Constitution of the IAWA or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the IAWA
 - (e) Use the resources and assets of the IAWA to develop, purchase, renovate, and/or extend facilities or any property of any club or clubs affiliated to the IAWA or to assist in such development, purchase, renovation, and/or extension, whether such assistance is by way of grant or loan, provided same be used for the purposes of Clause 3 above.
 - (f) To acquire, whether on lease or by purchase, of any estate, interest or tenure, whether in fee simple or for a freehold or leasehold or other tenancy, estates, houses, or portions of houses, buildings, lands or other hereditaments and to build, restore, alter, enlarge, repair, decorate, maintain, furnish and endow buildings and to lay out, alter and maintain lands, provided that such premises be for use in connection with any purpose of the IAWA.
 - (g) To acquire real and personal property of any nature to be held and applied for all or any of the purposes of the IAWA.
 - (h) To improve, work, manage, cultivate, develop, exchange, lend, let on lease or otherwise, mortgage, charge, sell, dispose of, turn into account, or to grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the IAWA.

- (i) Without prejudice to the generality of the foregoing for the purposes aforesaid, to buy, acquire, hold, deal with, manage, direct the management of, sell, exchange, mortgage, charge, dispose of, grant, register or otherwise turn into account any right or interest in or over or upon any property of any kind whatsoever, and in particular, any copyrights, designs, trademarks, patents, licences, franchise concessions and the like (all rights in respect thereof) conferring a right of use in any secret or other information and/or any film, video, television or broadcasting rights which may seem capable of being used for any of the purposes of the IAWA and to use, exercise, develop, and grant licences in respect of or otherwise turn into account any rights and information so acquired, and also to undertake any kind of trade, business or activity for the purpose of promoting, advancing, or protecting the interests of persons or bodies engaged in the sport of Amateur Wrestling and to hold shares in any body corporate set up from time to time that is connected with the sport of Amateur Wrestling in Ireland or any activity ancillary thereto.
- (j) To carry on any other business (whether manufacturing or otherwise) which seem to the IAWA capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render more profitable any of the property of the IAWA for the purposes of Clause 3 above.
- (k) To provide or contribute to the salaries, wages, stipends or other remuneration or property arising from the employment of any person..
- (l) To support and subscribe to any or public object, and any institution, society or club which may be to the benefit of the IAWA or its members or employees or may be connected with any town or place where the IAWA carries on its activities in so far as the same shall refer solely to the objects as set out in Clause 3 above.
- (m) To borrow or raise money in such a manner as the IAWA shall think fit, and in particular, by the issue of Debentures or Debenture Stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge or lien on the whole or any part of the property or assets of the IAWA, whether present or future, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the IAWA of any obligation or liability it may undertake. Provided that no mortgagee or other person or company advancing money to the IAWA shall be concerned to enquire in to the necessity or propriety of raising money or as to the amount required or the application thereof.
- (n) To invest any monies requiring investment in any manner which may be thought fit and whether trustee investments or otherwise or in the purchase of freehold or leasehold properties, with the power from time to time to vary such investments.

- (o) To do all such all other things as may, to the IAWA, in its absolute discretion be deemed incidental or conducive to the attainment of the above objects or any of them
7. It is hereby expressly declared that each Sub-Clause set out in Clause 6 above shall be construed independently of the other Sub-Clauses thereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause, provided always that the provisions of that Clause shall be subject to the IAWA obtaining, where necessary, for the purposes of carrying any of its objects into effect, such licence, permit or authority as may be required by law.
 8. The income and property of the company shall be applied solely towards the promotion of its main object(s) as set forth in this Constitution. No portion of the company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the company. However, nothing shall prevent any payment in good faith by the company of:
 - a) reasonable and proper remuneration to any member or servant of the company (not being a Director) for any services rendered to the company;
 - b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members 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 their attendance to any matter affecting the company;
 - e) fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company;
 9. The liability of the members is limited.
 10. Every member of the IAWA undertakes to contribute to the assets of the IAWA in the event of the same being wound up. Such individual club or association is still a member or within one year afterwards for the payments of the debts and liabilities of the IAWA, but before the said member ceases to be a member and the costs, charges and expenses of winding up and for the adjustment of the rights and of the contributaries amongst themselves such amount as may be required, not exceeding €5.
 11. If upon the winding up or dissolution of the IAWA 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 IAWA. Instead, such property shall be given or transferred to some other company or companies having objects similar to the objects of

the IAWA (which objects comply with paragraph (a) of section 1180(1) of the Companies Act 2014) and which shall meet the requirements of paragraph (b) of section 1180(1) of the Companies Act 2014 and 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 IAWA under or “by virtue of the Income and Property clause (clause 8) hereof. The members of the IAWA shall select the relevant company or companies to which its property is to be so given or transferred at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then the property shall be given or transferred to some other company or companies (being a charitable institution or institutions) selected by the members of the IAWA the objects of which are charitable.

12. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force:
 - (1) unless such amendments have been previously submitted to and approved in writing by the Revenue Commissioners; or
 - (2) which would contravene section 1180 of the Companies Act 2014.
13. Annual Accounts shall be kept and made available to the Revenue Commissioners on request. Where the gross annual income exceeds €250,000 the accounts will be audited

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

Names, Addresses and Description of Subscribers:

1. Dan Walsh,
"Merlin",
Gledswood Park,
Dublin 14. _____
Dan Walsh
Company Director

2. Michael Coleman,
23 Lavarna Grove,
Terenure,
Dublin. _____
Michael Coleman
Retired

3. Michael McAuley,
54 Elm Mount Drive,
Beaumont,
Dublin 9. _____
Michael McAuley
Company Director

4. John Russell,
25 South Bank Swords,
Co Dublin. _____
John Russell
Company Director

5. Brent Duggan
13 Ormond Road,
Drumcondra,
Dublin 9 _____
Brent Duggan

6. Keith Kennedy
3 Castle View
Artane,
Dublin 5 _____
Keith Kennedy

7. Daniel Kennedy
3 Castle View
Artane,
Dublin 5 _____
Daniel Kennedy

Dated this day of September, 2001

Witness to the above signatures: _____

ARTICLES OF ASSOCIATION
OF
THE IRISH AMATEUR WRESTLING ASSOCIATION

1. DEFINITIONS

In these Articles the words standing in the first column of the table set out hereunder shall bear the meaning set opposite to them in the second column thereof, if not inconsistent with the subject or context.

<u>Words</u>	<u>Meanings</u>
Act	The Companies Act 2014.
Acts	The Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force, including all enactments which are to be read as one with, or construed or read together as one with, the Act.
Affiliated Club	A club which has paid its subscriptions and has been accepted into membership of the IAWA in accordance with the Constitution.
Articles	The Articles of Association, as originally framed or as amended and in force from time to time.
Board	The members for the time being of the Board constituted in accordance with these Articles.
Chair	The Chair for the time being of the IAWA.
Delegate	A member of an affiliated club who is over 18 and nominated by the club to represent the club at meetings
Individual	A natural person.
Ireland	The island of Ireland.
Member	A member of the IAWA as set out in the constitution and “Membership” shall be construed accordingly.
Month	Calendar month.
Office	The company registered office.

Officers	The Officers of the IAWA referred to in Article 7
President	The President for the time being of the IAWA.
Secretary	The member of the Board who acts as the company secretary
Seal	The common seal of the IAWA
In writing	Written or reproduced in any visible substitute for writing, or partly one and partly another.
Year	Calendar year.

1. INTERPRETATION

- 1.1 No “optional provision” as defined by section 1177(2) of the Act shall apply to the IAWA
- 1.2 The powers and discretions set out in these Articles are to be used only for the attainment of the main objects of the IAWA as set out in Clause **Error! Reference source not found.** of the Memorandum of Association and any income generated from the exercise of the said powers and discretions is to be applied for the objects of the IAWA only.
- 1.3 In these Articles, unless the context requires another interpretation:
- (a) words importing the singular number only shall include the plural number and vice versa;
 - (b) words importing the masculine gender only or neuter shall include the feminine gender;
 - (c) words importing persons shall include corporations;
 - (d) save as aforesaid, any words or expressions defined in the Acts shall, if not inconsistent with the subject or context, have the same meanings as they have in the Acts; and
 - (e) reference to any provision of the Acts shall be reference to such provision as modified by any statute for the time being in force.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, audio recording or video recording or any other modes of representing or reproducing words in a visible or audible form.

2. AFFILIATION TO OTHER BODIES

- 2.1 The IAWA shall affiliate to United World Wrestling and as part of this affiliation shall act as the National Governing Body in Ireland for all disciplines of wrestling and be shall be bound by the statutes, constitution, bye

laws, codes, rules and regulations which apply to all members of United World Wrestling.

- 2.2 IAWA as a member of the Olympic Federation of Ireland and Sport Ireland shall also be the sole representative of the sport of wrestling in Ireland and abide by the rules, regulations, statutes, constitution, bye laws, codes, rules and regulations which apply to all members of these bodies.

3. AFFILIATED CLUBS

The Board may accept any Club approved by it as an Affiliated Club. An Affiliated Club may be any Club or sports body engaged in the sport of Amateur Wrestling, and may include any club or organisation which, while engaged in other sports or activities, includes in its activities the sport of Amateur Wrestling. Each application for acceptance as an Affiliated Club shall be submitted and considered in accordance with such Rules and Regulations as the Board from time to time shall adopt. The Board shall require Affiliated Clubs to pay an annual Affiliation Fee.

4. MEMBERS

- (i) The number of Members which the IAWA proposes to be registered is 150, but the Board may, from time to time, register an increase in the number of Members.
- (ii) The Members of the IAWA shall be divided into the following classes:
 - (a) Individual Members
 - (b) Honorary Members
 - (c) Affiliated Amateur Wrestling Clubs (who are represented at members meeting by Delegates in accordance with the Constitution)
 - (d) Affiliated Sports Clubs
 - (e) Associate Members – i.e. members of Affiliated Amateur Wrestling Clubs or Amateur Sporting Clubs
- (iii) The Annual Subscription for each class of Members shall be such subscription as the Board may from time to time determine.
- (iv) Upon affiliation members agreed to be bound by the constitution, policies, codes, rules and regulations which apply to all members of the IAWA
- (v) A Member shall cease to be a Member of the IAWA;

- (a) If, by notice in writing to the Secretary, such Member or Affiliated Club signifies such resignation;
- (b) If the Subscription has not been paid by the Due Date;
- (c) If held by the Board, (or if appealed pursuant to Regulations made by the Board) by the IAWA in a General Meeting by a simple majority vote, to be guilty of conduct likely to bring the IAWA or Amateur Wrestling into disrepute.
- (d) If the IAWA shall by Resolution in accordance with these Articles decide to expel the said Member or Affiliated Club. Such a Resolution shall be passed by a two thirds majority of the Voting Members present and voting at any General Meeting of the IAWA where the Members have been given Prior Notice in writing;
- (e) If the Disciplinary Panel or, on appeal, the Appeal Panel of the IAWA shall by majority decision determine that a member be expelled.

5. RULES, CODES AND REGULATIONS

The Board of the IAWA shall be entitled to introduce rules, procedures, protocols, policies, plans, codes and regulations and such other measures to as to manage and control the sport of Wrestling in Ireland so long as same are not inconsistent with this Constitution.

6. GENERAL MEETINGS

- (i) The IAWA shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and no more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next
- (ii) The business of the annual general meeting shall include:
 - a) the consideration of the company's statutory financial statements and the report of the directors and the report of the statutory auditors on those statements and that report;
 - b) the review by the members of the company's affairs;
 - c) the authorisation of the Board to approve the remuneration of the statutory auditors;
 - d) the holding of elections;
 - e) the appointment and reappointment of statutory auditors;
 - f) the receiving of reports from the Board
- (iii) All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

- (iv) The Board may, whenever it thinks fit, convene an Extraordinary General Meeting. . In addition, an extraordinary general meeting of the company will be convened on the written requisition, with cause stated, of one or more Members holding, or together holding, at the date of the deposit of the requisition, not less than 10 per cent of the total voting rights of all the Members having, at the date of deposit, the right to vote at general meetings, as provided by section 178 (as modified by section 1203 in the case of a company limited by guarantee) of the Act. Such meeting shall be held within forty-two days of requisition.

7. NOTICE OF GENERAL MEETINGS

- (i) Every notice calling a general meeting shall specify the place and the day and hour of the meeting. The notice shall specify the nature of the business to be transacted at the meeting and, if any resolution is to be proposed as a special resolution, the notice shall contain the text or substance of that proposed special resolution.
- (ii) Subject to the Provisions of the Acts an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at least and any other meeting of the Company shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the date on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and in the case of special business the general nature of that business and shall be given the manner hereinafter mentioned to such persons as are under these Articles entitled to receive such notices from the Company.
- (iii) 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.

8. PROCEEDINGS AT GENERAL MEETINGS

- (i) All business shall be deemed Special, that is, transacted at an Extraordinary General Meeting, and also, all that is transacted at an Annual General Meeting, with the exception of the consideration of the statutory financial statements, the reports of the Board and the Auditors, the Election of the Officers of the IAWA and members of the Board, the appointment of the Auditors and the fixing of the remuneration of the Auditors.
- (ii) No business shall be transacted at any General Meeting unless a Quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided, a Quorum shall consist of 25% of the Members of the IAWA entitled to vote at a General Meeting.

- (iii) If, within half an hour from the time appointed for the meeting, a Quorum, as defined in the preceding clause, is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved; In any other case, it shall stand adjourned to such other day at such other time and place as the Members present may determine. Ten (10) days notice of the date, time and place of the adjourned Meeting will be sent to all Members. 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. Only business which was on the Agenda of the original Meeting may be considered at the adjourned Meeting.
- (iv) The President, or in his absence, the Chairperson, shall preside as Chairperson at every General Meeting of the IAWA or if there is no such President or Chairperson, of either of them is not present within fifteen minutes after the time appointed for the holding of the Meeting, or is unwilling to act, the Members of the Board present shall elect one of their number to be Chairperson of the Meeting.
- (v) If, at any Meeting, no member of the Board is willing to act as Chairperson or if no member of the Board is present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of their numbers to be Chairperson of the Meeting.
- (vi) The Chairperson may, with the consent of any 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 any adjourned Meeting other than the business left unfinished at the Meeting on which the adjournment took place. When a Meeting is adjourned for ten (10) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
- (vii) Except for elections, , a Resolution put to the vote of any General Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson of the Meeting, or by at least five members present and entitled to vote in person or as delegates. Unless a poll is so demanded, a declaration by the Chairperson that a Resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, an entry to that effect in the book containing the Minutes of the Proceedings of the IAWA shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting, or at an adjournment thereof, and not in that case unless it shall in the opinion of the Chairperson be of sufficient magnitude to vitiate the resolution.

- (viii) Except as provided in Article 8(x), if a poll is duly demanded, it shall be taken in such manner and at such times as the Chairperson, after consultation with the Officers of the Board present at the Meeting, directs, and the result of the poll shall be deemed to be the Resolution of the Meeting at which the poll was demanded.
- (ix) Where there is equality of votes, whether on a show of hands or on a poll, the Chairperson of the Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- (x) A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such times as the Chairperson of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- (xi) Only fully paid up, Individual Members, Honorary Members and Affiliated Amateur Wrestling Clubs shall be entitled to vote.

Individual Members and Honorary Members entitled to vote shall be entitled to vote as Individual Members of the IAWA. The voting rights of Affiliated Wrestling and Affiliated Sports Clubs shall be exercised through Nominated Delegates and the voting rights and procedures to be exercised at General Meetings of the IAWA shall be determined by regulation from time to time by the Board, provided, that in any event, each Affiliated club shall be entitled through Nominated Delegates attending such Meetings to the exercise of at least three (3) votes, always providing that such Nominated Delegates shall also be Individual Members of the IAWA

- (xii) No Nominated Delegate of an Affiliated Club may exercise at such a meeting any voting right which that person would otherwise have as an Individual Member.
- (xiii) No objection shall be raised to the qualification of any voter except at the Meeting or the adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall remain valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the Meeting, whose decision shall be final and conclusive.

7. BOARD

- (i) The affairs of the IAWA shall be managed by a Board. The Board shall comprise:-
 - (a) The following Officers:-
 - (i) The President of the IAWA
 - (ii) The Chairperson
 - (iii) The Treasurer
 - (iv) The Secretary

and

- (b) No more than 5 (5) Ordinary Members of the Board
- (ii) Every Officer and Ordinary Member of the Board shall be elected at the Annual General Meeting of the IAWA. All Members of the Board shall hold office subject to these Articles of Association.
- (iii) No more than two (2) Members of the IAWA from any one Affiliated Club shall be Members of the Board at any one time. All candidates for election to the Board and all Members of the Board must hold and maintain Individual Membership of the IAWA. No Member of the Board may act as a Nominated Delegate of an Affiliated Club.
- (iv) Subject to the foregoing, all fully paid up Individual Members of the IAWA who are over eighteen (18) years of age are eligible for nomination, in accordance with these Articles, for election to the Board.
- (v) The term of office of all Officers and Ordinary members of the Board shall be for a period of no longer than two (2) years. The maximum term of office shall be 10 year such terms commencing from the elections 2020 regardless of position.
- (vi) The IAWA promotes gender equality and will actively encourage candidates to put themselves forward so that the IAWA can strive to meet at least 30% gender equality on its board. The IAWA also encourages candidates from all backgrounds to put themselves forward for election and will promote diversity on its board and within the organisation as a whole.
- (vii) Any person who, in the opinion of the Board, has rendered or shall be capable of rendering special services to the IAWA may be admitted by the Board as an Honorary Member of the IAWA.
- (viii) A vacancy in the post of President shall be filled only by election at a General Meeting of the IAWA.
- (ix) Vacancies occurring amongst other Officers of the Board during the year shall be filled by the Board, selecting from its numbers such Member or Members to fill such vacancies until the original term of office for that vacated position ends after which time the position becomes open for election. Vacancies thus created among Ordinary Members of the Board shall be filled by the Board by Co-Option from eligible Members as provided in this Article until the original term of office for that vacated position ends after which time the position becomes open for election.
- (x) Every Member of the Board at the end of his term of office shall be eligible for re-election as a Member of the Board.

- (xi) The IAWA may, by Ordinary Resolution of which extended notice has been given in accordance with Section 142 of the Act, remove any Member of the Board before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the IAWA and such Member.

8. POWERS AND DUTIES OF THE BOARD

- (i) The business of the IAWA shall be managed by the Board, who may pay all expenses incurred in promoting and registering the IAWA, and may exercise all such powers of the IAWA as are not, by the Act or by these Articles, required to be exercised by the IAWA at a General Meeting; subject, nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions as may be given by the IAWA in General Meeting provided that no such direction shall invalidate any prior act of the Board which would have been valid if that direction had not been given.
- (ii) The Board may exercise all of the powers of the IAWA to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security, for any debt, liability or obligation of the IAWA .
- (iii) All cheques, promissory notes, drafts, Bills of Exchange, and other negotiable instruments, and all receipts for monies paid to the IAWA shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the Board from time to time by Resolution determine.
- (iv) Without prejudice to any other provision of these Articles, the Board shall have the power to make policies, procedures, codes and regulations for the IAWA and the power to make standing orders as to how the Board conducts its meetings in so far as same are not inconsistent with the Constitution.
- (v) The Board of Control shall cause Minutes to be made in books provided for the purpose:-
 - (a) of all appointments of the Board;
 - (b) of the names of the Members present at each Meeting of the Board or of any Sub-Committee created by it;
 - (c) of all the Resolutions and proceedings at all General Meetings of the IAWA and of the Meetings of the Board and of any such Sub-Committee.
- (vi) Any such Minutes of any meeting, if purporting to be signed by the Chairperson of such meeting or by the Chairperson of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.

- (vii) Any contract or arrangement entered into by or on behalf of the IAWA in which any Member of the Board of Control is in any way interested shall not be voided, nor shall any Member of the Board of Control so contracting or being so interested, be liable to account to the IAWA for any profit realised by any such contract or arrangement by reason of such Member of the Board of Control holding that Office or of the fiduciary relation thereby established, subject to the provisions of Articles 11(1), provided, however, that such Member of the Board of Control does not attend or vote at the Meeting at which the said contract is awarded.
- (viii) A Member of the Board of Control who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the IAWA, shall declare the nature of his interest at a Meeting of the Board of Control in accordance with the Act.

9. DISQUALIFICATION OF MEMBERS OF THE BOARD

- (i) A Member shall cease to be a Member of the Board if her or she
 - (a) is adjudicated insolvent or bankrupt or makes any arrangement or compromise with his or her creditors or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction;
 - (b) becomes or is deemed to be the subject of a disqualification order within the meaning of Part 14 of the Act;
 - (c) becomes subject to a declaration of restriction under section 819 of the Act;
 - (d) can no longer be reasonably regarded as possessing adequate decision-making capacity by reason of his or her health;
 - (e) is convicted of an indictable offence unless the Board otherwise determine and the determination of the Board is ratified at the next held general meeting of the IAWA;
 - (f) is directly or indirectly interested in any contract with the IAWA and fails to declare the nature of his interest in the manner required by section 231 of the Act; or
 - (g) is removed by an ordinary resolution passed in general meeting of the IAWA in accordance with section 146 of the Act;
 - (h) is removed by the Disciplinary Committee and its decision is either, not appealed, or is upheld on appeal in accordance with these Articles.

- (i) becomes an employee of the IAWA, a paid consultant or adviser to the IAWA or provides for profit any other services to the IAWA.
- (j) Resigns their position by notice in writing to the IAWA Secretary
- (k) Is held by a simple majority of members voting in a General Meeting to be guilty of conduct likely to bring the IAWA or Amateur Wrestling into disrepute.

10. PROCEEDINGS OF THE BOARD

- (i) The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (ii) The President, or in his absence, the Chair, shall preside as Chairperson at every meeting of the Board, or if there is no such President or Chair, or if one of them is not present within fifteen minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Members of the Board present shall elect one of their numbers to be Chairperson of the meeting.
- (iii) Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the President, if presiding, or the Chairperson, shall have a second or casting vote.
- (iv) A Member of the Board may, and the Secretary on the requisition of any three Members of the Board shall, at any time summons a Meeting of the Board. If the Board so resolves, it shall not be necessary to give notice of a Meeting of the Board to any Member, who, being resident in the State, is for the time being, absent from the State.
- (v) The Quorum necessary for the transaction of the business of the Board shall be five [5]
- (vi) The continuing Members of the Board may act, notwithstanding any vacancy in their number.
- (vii) If and so long as the number of members of the Board attending a Meeting of the Board is below the necessary Quorum, the continuing members may act for the purpose of increasing the number of members to that minimum number or of summoning a General Meeting or filling vacancies , but for no other purpose.
- (viii) The Board may delegate any of its powers to Sub-Committees created by it, provided that a majority of the Members present and entitled to vote at a Meeting of the Board pass such resolution. Any such Sub-Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board, where a resolution thereto has been passed at a Meeting of the

Members of the Board. Any Member of the IAWA may be appointed to act on any such Sub-Committee, provided always that the Chair of any Finance Sub-Committee shall be the Treasurer of the IAWA.

- (ix) All acts done by any Meeting of the Board or of a Sub-Committee or by any person acting as a Member of the Board or such Sub-Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such members of the Board or Sub-Committee or persons acting aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Member of the Board or such Sub-Committee.
- (x) The Board may establish a Disciplinary Panel and an Appeal Panel which shall comprise medical, legal and sports administration personnel. Such a Disciplinary Panel and Appeal Panel shall conduct their business in accordance with the regulations made by the Board.

11. ADOPTION OF RULES AND REGULATIONS

- (i) The Board shall have power from time to time to make, alter and repeal all such Rules and Regulations as they may deem necessary or expedient or convenient for the proper conduct and management of the IAWA (including policies and codes of conduct and provisions for the discipline of members and the suspension and/or removal of membership and/or the rights and benefits thereof), provided always that such new rules and regulations or alterations or repeals thereof shall have been put before the Members of the Board and shall be passed by a majority of the said Members and are not inconsistent with the provisions of this Constitution
- (ii) The Board shall adopt such means as they deem sufficient to bring to the notice of the Members all such alterations and repeals and all such rules and regulations, so long as they are in force, and shall be binding on all members of the IAWA, provided always that no rule or regulation shall be inconsistent with or shall affect or repeal anything contained in the Constitution or constitute such an amendment of or addition to these presents as could only lawfully be made by Special Resolutions.

12. THE SECRETARY

- (i) A provision of the Act or these Articles requiring or authorising a thing to be done by, or to a Member of the Board and the Secretary, shall not be satisfied by its being done by or to the one person acting in his capacity both as a Member of the Board and as, or in place of, the Secretary.
- (ii) Where any Office becomes vacant during the year, the Secretary shall notify the Board of this by including it on the Agenda of the next meeting following the occurrence of the vacancy.

13. THE SEAL

- (i) The Seal shall be used only by Resolution of the Board and every instrument to which the Seal shall be affixed shall be signed by the President of the IAWA, or the Chairperson of the Board, and shall be countersigned by the Secretary or by a second member of the Board or by some other person appointed by the Board for the purpose.

14. ACCOUNTS

- (i) The Board shall cause proper accounting records to be kept relating to:-
 - (a) All sums of money received and expended by the IAWA and the matters in respect of which the receipt and expenditure takes place.
 - (b) All sales and purchases of goods by the IAWA
 - (c) The assets and liabilities of the IAWA.
 - (d) All transactions whereby services are provided or purchased

Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary to give a true and fair view of the state of the affairs of the IAWA and to explain its transactions.

- (ii) The accounting records shall be kept at the Registered Office of the IAWA, or subject to Sections 282 and 283 of the Act, at such other place as the Board think fit, and shall, at all reasonable times, be open to the inspection of any Member of the Board.
- (iii) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Board or any of them shall be open to the inspection of Members not being members of the Board, and no Member (not being a member of the Board) shall have any right of inspecting any account or book or document of the IAWA except as conferred by statute or authorised by the Board or by the IAWA in general meeting.
- (iv) The Board shall, from time to time, in accordance with the Acts, cause to be prepared and to be laid before the Annual General Meeting of the IAWA such accounts and reports as are required by those sections to be prepared and laid before the Annual General Meeting of the IAWA .
- (v) A copy of the statutory financial statements (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the IAWA, together with a copy of the

Report of the Board, and the Report of the Auditor, shall, not less than twenty one (21) days before the date of the Annual General Meeting, be sent to the Statutory Auditor and every person entitled to received them under the provisions of these Articles or the Acts to receive them.

- (vi) As required by section 341(1) and (2) of the Act, the Board shall, in each financial year, cause copies of the financial statements, directors' report and statutory auditors' report to be laid before the IAWA in general meeting, not later than 9 months after the IAWA's financial year end

15. AUDIT

Statutory Auditors shall be appointed to audit the accounts and their duties regulated in accordance with the provisions of the Acts.

16. NOTICES.

- (i) A Notice may be served by the IAWA upon any Member, either personally or by sending it through the post in pre-paid letter addressed to such Member at his Registered Address as appearing in the Register of Members or by leaving it at the registered address of the Member or by electronic means. Where Notice is sent by the post, service of the Notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the Notice, and to have been effected at the expiration of twenty four (24) hours after the letter containing the same is posted, in the case of electronic means being used, twelve hours after its despatch, in the case of personal delivery at the time of delivery and in the case of it being left, at the time that it is left.
- (ii) Each of the members of the IAWA hereby consents to the use of electronic means in the form of email to serve or give notices in relation to them and further agrees to provide the IAWA with an email address to which notices may be served or given.
- (iii) Notice of every General Meeting shall be given in any manner hereinbefore authorised to every Member, and the Auditor for the time being, of the IAWA. No other person shall be entitled to receive Notices of General Meetings.

17. INDEMNITY

- 17.1 Subject to the provisions of and so far as may be permitted by section 235(3) of the Act and to Article 36.2 and 36.3, every Officer and member of the Board (whether as an Officer, an elected other member, or as a co-opted independent director) shall be entitled to be indemnified by the IAWA against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil

or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an Officer or member of the Board provided that:

- (f) judgment is given in his or her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part), or,
- (g) he or she is acquitted in the proceedings, or,
- (h) relief from liability is granted to him or her by the Court under sections 233 or 234 of the Act.

17.2 Legal and other professional fees as well as costs, charges, losses, expenses or liabilities incurred by a Member of the Board shall not be discharged by the IAWA unless these are first pre-approved at the discretion of the Board.

17.3 Any legal or professional fees as well as costs, charges, losses, expenses or liabilities incurred by or for an individual member of the Board paid by the IAWA shall become repayable to the IAWA, by that member of the IAWA, where he or she is not entitled to be indemnified or where circumstances later occur that disentitles him or her to the indemnity.

17.4 The Board may cause the IAWA to purchase and maintain for directors' and officers' insurance in respect of such liability.

18. CONFIDENTIALITY

Without prejudice to its rights or duties at law, an Officer or member of the Board and each Member of the IAWA shall treat all information relating to any Member, the IAWA or the Board as strictly confidential and shall not communicate such information or any part thereof to any other person authority or organisation whatsoever.

19. ANTI DOPING

The IAWA is committed to the observance of all Anti-Doping procedures and will see to the observance and implementation of all Rules and Regulations as laid down by United World Wrestling, WADA, Sport Ireland and the Olympic Federation of Ireland. The IAWA will appoint an Anti-Doping Office to co-operate in every possible way to give effect to this commitment. In accordance with the powers vested in the Board of the IAWA by its Constitution, the IAWA will enact Rules to give effect to and compliance with the National Sports Anti-Doping Program. By way of evidence of its earnest in this regard, the IAWA affirms its adoption (with such modifications as are deemed only to be strictly necessary). The anti-doping rules of the Irish Amateur Wrestling Association by are the Irish Anti-Doping Rules as agreed with WADA and as amended from time to time” and the Doping Regulations promulgated by United World Wrestling, the International Amateur Wrestling Federation.

20. DISPUTE RESOLUTION

- (i) Subject to all internal avenues of appeal having been exhausted, this Article shall apply to any dispute or difference arising out of, in connection with or under these Articles of Association or any rules, bye-laws, codes, policies or equivalent of the IAWA. This shall include without limitation any dispute arising out of, under or in connection with the legality of any decision made or procedure used by the IAWA or any part of it.
- (ii) Each such dispute or difference shall be referred to Sports Dispute Solutions Ireland (SDSI) for final and binding arbitration by a single arbitrator in accordance with the SDSI Arbitration Rules and in accordance with the Arbitration Act 2010 as amended.
- (iii) This Article shall also apply to every participant and member of every Unit (as defined below). Each such participant or member is bound to refer any dispute or difference which remains unresolved after all internal avenues of appeal have been exhausted to SDSI arbitration in accordance with sub-article (ii) above.
- (iv) The provisions of this Article shall apply notwithstanding any other provision to the contrary contained within these Articles of Association and/or any other rules, bye-laws, codes, policies or equivalent of the IAWA and/or any Unit from time to time. This Article applies notwithstanding the level within the IAWA that any such dispute or difference occurs in the first instance.
- (v) The effect of this Article is to prohibit any party to such dispute or difference from commencing legal proceedings before the Courts.
- (vi) For the purpose of this article, “Unit” means any team, association, club or committee or sub committee or other grouping, association or entity of any type which is in turn a member, part of, affiliated to or governed by the IAWA.

21. WINDING UP

The provisions of Clause 11 of the Memorandum relating to the winding up or dissolution of the IAWA shall have effect and be observed as if the same were repeated in full in these Articles.

WE, the several persons whose names and addresses and descriptions are subscribed, wish to be formed into a company in pursuance of this Articles of Association.

Names, Addresses and Description of Subscribers:

- | | | |
|----|---|--|
| 1. | Dan Walsh,
"Merlin",
Gledswood Park,
Dublin 14. | _____
Dan Walsh
Company Director |
| 1. | Michael Coleman,
23 Lavarna Grove,
Terenure,
Dublin. | _____
Michael Coleman
Retired |
| 2. | Michael McAuley,
54 Elm Mount Drive,
Beaumont,
Dublin 9. | _____
Michael McAuley
Company Director |
| 3. | John Russell,
25 South Bank Swords,
Co Dublin. | _____
John Russell
Company Director |
| 4. | Brent Duggan
13 Ormond Road,
Drumcondra,
Dublin 9 | _____
Brent Duggan |
| 5. | Keith Kennedy
3 Castle View
Artane,
Dublin 5 | _____
Keith Kennedy |
| 6. | Daniel Kennedy
3 Castle View
Artane,
Dublin 5 | _____
Daniel Kennedy |

Dated this 15th October 2016

Witness to the above signatures: _____