

THE COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
CONSTITUTION
OF

The Irish Olympic Handball Association

(Adopted by special resolution of the Members on July 28th 2025)

MEMORANDUM OF ASSOCIATION

Capitalised terms used in this Memorandum of Association and other terms defined in the Articles of Association shall have the meanings given to those terms in the Articles of Association

1 NAME

- 1.1 The name of the company is The Irish Olympic Handball Association trading as Olympic Handball Ireland (hereinafter “OHI”).

2 COMPANY TYPE

- 2.1 OHI is a company limited by guarantee to which Part 18 of the Companies Act 2014 applies.
- 2.2 The registered office of OHI is situated in Ireland.

3 PRINCIPAL OBJECTS

- 3.1 The principal objects for which OHI is established are:
- 3.1.1 To direct, develop and regulate the game of Olympic Handball in Ireland by being the national governing body recognised by and affiliated to the International Handball Federation (IHF) and the European Handball Federation (EHF);
 - 3.1.2 To promote and advance on the island of Ireland the game of Olympic Handball;
 - 3.1.3 to formulate, administer and implement Olympic Handball rules or regulations in Ireland; and
 - 3.1.4 to represent Olympic Handball on behalf of Ireland at International level;
- 3.2 The objects set out in this clause 3.2 are exclusively subsidiary and ancillary to the principal objects set out above. These objects are to be pursued only for the attainment of those principal objects. As subsidiary objects:
- 3.2.1 to promote the development of Olympic Handball;
 - 3.2.2 to organise and/or sanction Olympic Handball competitions of all forms at national level;
 - 3.2.3 to host Olympic Handball competitions at international and other levels in Ireland;

- 3.2.4 to respect and promote compliance with and to prevent any infringement of, and to take reasonable steps to ensure that OHI and its Members respect and comply with the IHF and EHF Statutes, regulations, directives and decisions;
- 3.2.5 to decide and/or settle all matters or disputes relating to or arising out of the playing of the sport or any dispute between two or more Members, Players, Clubs or Representative Associations by application of the Disciplinary Code as found within the regulations of OHI;
- 3.2.6 To manage an effective High Performance Programme to include but not limited to the organisation, training and management of the national representative teams of OHI;
- 3.2.7 To liaise with relevant National and Government Sporting Bodies for the island of Ireland;
- 3.2.8 to collaborate and engage with other international Federations affiliated to IHF and EHF;
- 3.2.9 to prohibit discrimination of any kind by any Member against a country, private person or group of people on account of race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason;
- 3.2.10 to observe the principles of fair play as well as the principles of loyalty, integrity and sportsmanship;
- 3.2.11 to promote and strengthen good governance principles and practices at national level, and to encourage Members to adopt their own good governance principles;
- 3.2.12 to promote and plan for increased and sustainable diversity and inclusion within Olympic Handball, including the full participation of all genders at all levels;
- 3.2.13 to make, adopt, vary, and publish rules, regulations, and directives for the regulation of Olympic Handball or otherwise, and to take all such steps as shall be deemed necessary or advisable for implementing and enforcing such rules, regulations, and directives against Members and any other applicable persons; and
- 3.2.14 to co-operate with or assist Players, Clubs or Representative Associations in any way which OHI shall think proper, and to enter into or adopt any agreement or arrangement with such Club as OHI deems appropriate.

4 POWERS

- 4.1 OHI shall, in addition to the powers conferred on it by law, have the following powers, which are subsidiary and ancillary to the principal objects, and which powers may only be exercised in promoting the principal objects. Any income generated by the exercise of these powers is to be applied to the promotion of the principal objects:
 - 4.1.1 to purchase, lease, or otherwise acquire any real or personal property, or any estate or interest whatever in real or personal property including intellectual

property, which may be necessary for, or conducive to, the promotion of any of the objects of OHI;

- 4.1.2 to build, construct, equip, maintain, alter, remove, develop or re-build any buildings including offices, sites, or works necessary or convenient for the purposes of OHI;
- 4.1.3 to promote, support, or assist in all or any Olympic Handball activities which may be approved by OHI;
- 4.1.4 to improve, develop, manage, mortgage, let, sell, dispose of, or otherwise deal with, all or any part of the real or personal property and the rights of OHI, and to turn the same to profit and advantage in any way that OHI may deem appropriate;
- 4.1.5 To raise money for any of the objects of OHI by all lawful means, including collections, flag days, functions, sales, subscriptions, dances and any other fund raising activities;
- 4.1.6 To establish and support and to aid in the establishment and support of, any club or team formed for all or any of the objects of OHI;
- 4.1.7 To accept, seek and collect grants, subscriptions and donations by any lawful means (whether real or personal estate) and devises and bequests for all or any of the purposes aforesaid and to buy, sell or dispose of or (as far as permitted by law) to lease or take a lease and accept surrenders of leases of and manage all property (including leaseholds) so received or otherwise and not required to be or capable of being occupied for the purpose of OHI and generally to manage, invest and expend all moneys and property belonging to OHI;
- 4.1.8 To hire and employ all classes of persons considered necessary for the purposes of OHI and to pay to them and to other persons in return for services rendered to OHI fees, salaries, wages, charges and pensions if applicable;
- 4.1.9 To promote and hold either alone or jointly with any person body or club, meetings and competitions for Olympic Handball and to offer, give or contribute towards prizes, medals and awards therefore and to promote give or support dinners, balls, concerts, and other entertainments;
- 4.1.10 To select and appoint, and award appropriate grants, to representatives of OHI to attend conferences, meetings, competitions, expeditions, and exchanges with

any other IHF or EHF affiliated Federations whose objects are similar or in part similar to the objects of OHI;

- 4.1.11 to invest the money of OHI not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to:
 - (A) any conditions and any consents as may for the time being, be imposed or required by law; and
 - (B) the provisions of this Memorandum;
- 4.1.12 to borrow or raise money for the purposes of OHI on such terms and on such security as may be thought fit;
- 4.1.13 to support and subscribe to any charitable or public body and any institution, society or club which may be for the benefit of the OHI or its employees, to give pensions, gratuities or charitable aid to any person who may have served OHI or to the husband, wife, widow, children or other relatives of such person, to make payments toward maintenance and to form and contribute to provident and benefit funds for the benefit of any person employed by OHI;
- 4.1.14 to effect insurance against risk of loss to OHI, or against risk or accident to any servants of OHI in the course of their employment or duties for OHI, and to pay premiums on any such insurance;
- 4.1.15 to subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in, or securities of, any other corporate body or company having objects altogether, or in part, similar to those of OHI, or carrying on any business which may directly or indirectly assist any business carried on by OHI;
- 4.1.16 to make grants to any Club or other Member to further the objects of OHI;
- 4.1.17 To keep and maintain a register of all Members; and
- 4.1.18 to do all things as are, or are considered to be, conducive, requisite, advantageous or incidental to, or to facilitate, the attainment of the above objects or powers or any of them.

5 ADDITIONS, ALTERATIONS OR AMENDMENTS

- 5.1 No addition, alteration or amendment shall be made to the principal objects clause (clause 3.1), the winding up clause (clause 8), the keeping of accounts clause (clause 9), the Income and Property clause (clause 10), or this clause of the Constitution for the time being in force unless the same shall have been previously submitted to and approved in writing by the Revenue Commissioners, for so long as OHI benefits from sports body tax exempt status from the Revenue Commissioners.
- 5.2 No amendments of any kind shall be made to the provisions of the winding up clause (clause 8) or the Income and Property clause (clause 10) of this Memorandum, and no amendments shall be made to this Constitution to the extent that any such amendments would alter the effect of the winding up clause (clause 8) or the Income and Property clause (clause 10) of this Memorandum resulting in OHI and this Constitution ceasing to comply with the provisions of Section 1180 of the Companies Act 2014.
- 5.3 Subject to Clauses 5.1 and 5.2 above this Memorandum may only be altered by Special Resolution at a General Meeting.

6 LIMITATION OF LIABILITY

- 6.1 The liability of the Members is limited.

7 GUARANTEE OF MEMBERS

- 7.1 Every Member undertakes to contribute to the assets of OHI in the event of OHI being wound up during the time that they are a Member or within one year after they cease to be a Member for:

7.1.1 payment of the debts and liabilities of OHI contracted before it ceased to be a Member, and the costs, charges and expenses of winding up the same, and

7.1.2 for the adjustment of the rights of the contributories among themselves,

such amount as may be required, not exceeding €1.

8 WINDING UP

- 8.1 If upon the winding up or dissolution of OHI there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of OHI. Instead, such property shall be given or transferred to some other company or companies having main objects similar to the main objects of the OHI. The company or companies to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on OHI under or by virtue of the Income and Property clause (clause 10) of this Memorandum. Members of OHI shall select the company or companies at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

9 KEEPING OF ACCOUNTS

- 9.1 True accounts shall be kept of the sums of money received and expended by OHI and the manner in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of OHI, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Regulations and/or policies of OHI for the time being, shall be open to the inspection of the Members. Once, at least in every year, the accounts shall be examined, and the correctness of the balance sheet ascertained by one or more qualified auditor(s). Such annual audited accounts shall be kept and made available to the Revenue Commissioners on request.
- 9.2 Notwithstanding clause 9.1 above, for so long as OHI benefits from sports body tax exempt status from the Revenue Commissioners, (i) OHI shall audit its accounts where its gross annual income exceeds €250,000, and (ii) OHI shall keep and make available to the Revenue its annual audited accounts.

10 INCOME AND PROPERTY

- 10.1 The income and property of OHI shall be applied solely towards the promotion of its principal objects as set out in this Constitution. No portion of OHI'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 the Members. No Director appointed to any office of OHI shall be paid by salary or fees or receive any remuneration or other benefit in money or

money's worth from OHI. However, nothing shall prevent any payment in good faith and on bona fide commercial terms by OHI of:

- 10.1.1 reasonable and proper remuneration to any Member, officer or servant of OHI (other than a Director) in return for any services rendered to OHI;
- 10.1.2 interest at a rate not exceeding 1% above the Euro Interbank Offered Rate ("Euribor") per annum on money lent by any Director or any Member to OHI;
- 10.1.3 reasonable and proper rent for premises demised and let by any Director or any Member to OHI;
- 10.1.4 reasonable and proper out-of-pocket and vouched expenses incurred by any Director in connection with his or her attendance to any matter affecting OHI; or
- 10.1.5 fees, remuneration or other benefit in money or in money's worth to any company of which a Director may be a member holding not more than one per cent of the issued capital of such company.

THE COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
CONSTITUTION
OF

IRISH OLYMPIC HANDBALL ASSOCIATION

(Adopted by special resolution of the Members on Monday July 28th 2025)

ARTICLES OF ASSOCIATION

INTERPRETATION

1 PRELIMINARY

1.1 Definitions

In these Articles:

Act means the Companies Act 2014 and every statutory modification, replacement and re-enactment of that Act for the time being in force;

AGM means an annual general meeting of OHI;

Articles means these articles of Association, as originally framed or as from time to time altered by Special Resolution of the Members, and reference to an **Article** shall be construed accordingly;

Ballot means an anonymous ballot (including by electronic platform);

Board means the board of Directors of OHI, as more particularly described and regulated in Articles 9-12;

Committee means any Committees established by the Board in accordance with Article 17;

Company Secretary means any person appointed to perform the duties of the company secretary (within the meaning of the Act) of OHI, and shall include any temporary, assistant or acting company secretary;

Constitution means the Memorandum and the Articles of Association as adopted or amended from time to time;

Directors mean the directors appointed by the General Meeting in accordance with Article 11 with responsibility for framing and overseeing implementation of OHI's strategic plan and application of policy decisions.

Disciplinary Regulations means the disciplinary regulations of the OHI in force at any given time;

EGM means an Extraordinary General Meeting of OHI;

Europeans Handball Federation (EHF) means the Regional Confederation for Europe recognised by the IHF;

Honorary Secretary means the Honorary Secretary of OHI from time to time;

Honorary Treasurer means the treasurer of OHI from time to time;

International Handball Federation (IHF) means the administrative and controlling body for Handball, Beach Handball, Wheelchair Handball and Snow Handball;

IHF Articles means the Articles for the time being adopted by the IHF and in force;

International Tournament means any tournament played between National Representative Teams or Player, Club Teams nominated by OHI.

Jurisdiction means the Island of Ireland;

Membership Fee means the annual fee payable to OHI by a Member in order to be a Member of OHI as set in accordance with the Regulations;

Memorandum means the Memorandum of Association of OHI, as originally framed or as from time to time altered by special resolution of OHI;

National Representative Team means a team selected by OHI to represent OHI

OHI means Olympic Handball Ireland, which is the exclusive authority for the sport of handball (also known as Olympic Handball) in all forms on the island of Ireland. OHI is recognised by Sport Ireland and the Olympic Federation of Ireland and is a member of the European Handball Federation (EHF) and the International Handball Federation (IHF);

Optional Provision means a provision of any of Parts 1 to 14 or Part 18 of the Act that applies to companies limited by guarantee and that:

- (A) contains a statement to the effect, or is governed by a provision elsewhere to the effect, that the provision applies save to the extent that the Constitution provides otherwise or unless the Constitution states otherwise; or
- (B) is otherwise of such import;

Ordinary Resolution means a resolution passed by a simple majority of votes cast by Representatives representing Full Members entitled to vote and present at a general meeting of OHI;

Player means an individual who has completed the registration process with OHI.

President means the president and chairperson of OHI from time to time;

Quorum means the minimum number of entitled parties who must be present for a general meeting to transact business or take a vote. The quorum for a general meeting shall be 3 Full Members in accordance with Article 7;

Regulations mean the OHI Regulations or Rules relating to the Sport and General Regulations binding on all Players, Coaches, Referees, Officials, Clubs, Schools, Representative Associations and any other person involved in the Sport and which have already been passed by the Board or which may hereafter be passed by the Board. To include the disciplinary code, grievance code, membership criteria and requirements and membership fees;

Representative means a natural person validly and properly appointed by a Full Member to represent it at a general meeting in accordance with this Constitution;

Representative Association means a group of Players, teams, non-playing organisations or similar organisation (including schools) which have been delegated the authority by OHI and meet the membership requirements as set out in the Regulations. A Representative Association is an associate member of OHI;

Rules of the Sport means the Rules of the Sport as published by the IHF;

Schools means any School affiliated directly or indirectly OHI. A school is deemed an associate member of OHI;

Special Resolution means a resolution passed by not less than 75% of votes cast by Representatives representing Full Members entitled to vote and present at a general meeting of OHI;

Sport Ireland means the statutory agency for sport in Ireland;

Seal means the common seal of OHI; and

Special Resolution means a resolution passed by not less than 75% of votes cast by Representatives entitled to vote and present at a general meeting of OHI;

1.2 Interpretation

- 1.2.1 The Optional Provisions will apply to OHI subject to the alterations contained in these Articles and will, so far as not inconsistent with these Articles, bind OHI and its Members.
- 1.2.2 Without prejudice to Section 1177(4) of the Act and save as otherwise expressly provided in these Articles, where a provision of these Articles covers substantially the same subject matter as any Optional Provision, any such Optional Provision shall be deemed not to apply to OHI and these Articles shall be deemed to have effect and prevail over the terms of such Optional Provisions.
- 1.2.3 In the interpretation of these Articles, unless the context otherwise requires, the words and expressions defined above shall have the meanings so defined and words importing the singular shall include the plural and vice versa and words importing persons shall include bodies corporate.
- 1.2.4 Unless the contrary is clearly stated, references to the Act or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Act or such enactment, subordinate legislation, section or provision (as the case may be) as the same may be consolidated, amended, extended, modified, supplemented or re-enacted (whether before or after the date of adoption of this Constitution) from time to time and may be for the time being in force.

- 1.2.5 Unless specifically defined in these Articles or unless the context otherwise requires, words or expressions contained in these Articles and not specifically defined in this Constitution shall bear the same meanings as in the Act, but excluding any statutory modification of the Act not in force when these Articles became binding on OHI and the Members.
- 1.2.6 Neither the Regulations nor any proposed amendment to them can alter, replace or be inconsistent with the provisions of the Constitution and where any provision of the Constitution is at variance with any provision of the Regulations then the Constitution will take precedence.
- 1.2.7 Reference to any document includes that document as amended or supplemented from time to time.
- 1.2.8 Unless the context otherwise requires, expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form, and expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.
- 1.2.9 Headings are inserted for convenience only and do not affect the construction or interpretation of these Articles.
- 1.2.10 Unless the context otherwise requires, reference to Articles are to these Articles.
- 1.2.11 Unless the context otherwise requires, reference to a “person” in the Memorandum or in the Articles include natural persons, legal persons, firms, unincorporated bodies and bodies corporate. In addition, references to the masculine gender shall include the feminine and neuter genders and vice versa.

2 MEMBERS

- 2.1 For the purposes of registration the number of the members of OHI is declared to be unlimited.
- 2.2 There shall be three types of membership of OHI namely:
 - a) Full Membership
 - b) Associate Membership
 - c) Honorary Membership

2.2.1 Full Membership

Full membership shall be open to:

- a) all Clubs situated in Ireland wishing to participate in the game of Olympic handball.
- b) all provincial branches and Olympic handball bodies as recognised by the Board

A member will not be entered into the register of Full Members until the relevant Membership Fee has been paid.

Full members shall be entitled to appoint one representative to attend, speak and vote at meetings of the Company.

2.2.2 Associate Membership

Associate Membership shall be open to:

- a. A member of a Club;
- b. A Representative Association;
- c. A School or
- d. Any person or entity within a category as may be determined by the Board from time to time as being eligible to become an Associate member of OHI.

Associate Members are not Full Members and shall not be entitled to be entered into the register of members, save where they become Full Members.

Associate Members shall be entitled to receive notice of and attend (but not to vote) at general meetings of the Company and shall be given such other rights and privileges as may be determined by the Board.

2.2.3 Honorary Membership

Honorary Members are nominated by the Board and ratified by the General Meeting for a period up to life. Honorary Members shall be entitled to receive notice of and attend (but not to vote) at general meetings of the Company and shall be given such other rights and privileges as may be determined by the Board.

2.2.4 It shall be a condition of membership that all applicable membership criteria approved by the Board from time to time are met.

2.3 Membership fees for OHI are set by the Board and are payable annually to the Honorary Treasurer in accordance with the Schedule set out in the OHI Regulations

Cessation of Membership

2.4 Membership of any category of membership shall cease automatically on any Member's death, winding up or dissolution as the case may be,

2.5 A Member of any category shall cease to be a member of OHI if:

- a) the Member submits a notice in writing resigning from membership to the Honorary Secretary.
- b) the Member fails to pay the annual Membership Fee by the due date where applicable.
- c) the conduct of any Member is such as shall in the opinion of the Board be injurious to the character or interests of OHI or render that Member unfit to remain a Member of OHI, or
- d) if any Member refuses or wilfully neglects to comply with any of these Articles, and the OHI expels the Member.

- 2.6 Cessation of Membership howsoever occurring shall not entitle the Member to repayment of the whole or any part of any contribution or Membership Fee previously paid by them and shall be without prejudice to the Member's liability to pay any contribution or Membership Fee which has become due and payable before such cessation.
- 2.7 Upon cessation of membership, howsoever arising all rights of that Member shall cease immediately.

3 OBLIGATIONS OF THE MEMBERS

- 3.1 Each Member shall:
- 3.1.1 promote the principal objects and the interests of OHI and observe all of the rules affecting it contained in, or effective pursuant to, this Constitution, the Regulations and the Act, as may be modified from time to time;
 - 3.1.2 abide by the Constitution and the Regulations in place from time to time in force, as notified to the Members and in the event of any discrepancy between the terms of this Constitution or the terms of the Regulations and the constitution or regulations (or equivalent) of a Member, this Constitution and/or the Regulations shall prevail;
 - 3.1.3 comply fully with the Statutes, regulations, directives and decisions of IHF and EHF, as published by IHF and EHF;
 - 3.1.4 take part in competitions (if applicable) and other sporting activities organised by OHI as OHI shall require;
 - 3.1.5 ensure that written permission is obtained from OHI before organising any National or International Handball event or competition;
 - 3.1.6 ensure that written permission is obtained from OHI before holding themselves out as representing OHI or Ireland in a National or International Handball competition or event;
 - 3.1.7 pay Membership Fees when due;
- 3.2 Failure to comply with the obligations set out in this Article 3 may result in the automatic and immediate suspension of any funding to the Member and the immediate loss of the right of that Member to attend and vote at General Meetings. Further sanctions may also be imposed on any Member for a breach of the obligations set out in this Article 3, which sanctions may include expulsion from membership as provided for under Article 5.

4 GENERAL MEETINGS

- 4.1 OHI shall hold an AGM no later than the 30th day of June each calendar year at a place and time as determined by the Board.
- 4.2 Subject to the provisions of the Act, a general meeting of OHI may be held either in full or in part by electronic communications as decided by the Board.
- 4.3 All General Meetings other than those provided for in Article 4.1 shall be known as Extraordinary General Meetings (EGM's).

- 4.4 Without prejudice to the powers of the Board to include on the agenda of any AGM such other matters as they may, in their absolute discretion, think fit, the business of the AGM shall include the following matters:
- 4.4.1 the receipt and consideration of the minutes of the preceding general meeting;
 - 4.4.2 the receipt and consideration of OHI's statutory financial statements, the report of the Board and the report of the statutory auditors on those statements and on the report of the Board;
 - 4.4.3 the appointment or re-appointment of statutory auditors save where they are deemed re-appointed in accordance with Section 383(2) of the Act;
 - 4.4.4 the authorisation of the Board to fix the remuneration of the auditors;
 - 4.4.5 the review of OHI's affairs;
 - 4.4.6 election and re-election of Directors in accordance with these Articles;
 - 4.4.7 the transaction of all such other business as provided for by the agenda (if any).
- 4.5 No business other than that stated in the notice shall be transacted unless notice thereof shall have been given in writing to the Company Secretary of OHI at least 14 days prior to the meeting.

5 NOTICE OF GENERAL MEETINGS

- 5.1 Subject to section 181 of the Act, a meeting of the members, other than an adjourned meeting, shall be called in the case of an AGM, or an EGM for the passing of a Special Resolution, by not less than 21 days' notice, and in the case of any other EGM, by not less than 7 days' notice.
- 5.2 In addition to notice to each Member OHI shall publish notice of all General Meetings on its website and social media platforms.
- 5.3 A meeting of the Members shall, notwithstanding that it is called by shorter notice than that specified in Article 5.1, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote at the meeting and the statutory auditors of OHI.
- 5.4 The notice of a meeting shall specify the place, the date and the time of the meeting, the general nature of the business to be transacted at the meeting and, in the case of a proposed Special Resolution, the text or substance of that proposed Special Resolution.
- 5.5 In determining whether the correct period of notice has been given for a general meeting, neither the day on which the notice is deemed served nor the day of the meeting for which it is given shall be counted.
- 5.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Member or other person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 5.7 The Board may, whenever it thinks fit, convene an EGM.
- 5.8 The Board shall, on the requisition 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 exercisable at any general meeting of the OHI forthwith proceed duly to convene an extraordinary general meeting of the OHI.

- 5.9 Any requisition given in accordance with Article 8 shall state the purpose or agenda of the meeting and shall be signed by a Representative of each requisitionist and deposited at the registered office of the OHI and may consist of several documents in like form each signed on behalf of one or more requisitionists.
- 5.10 If the Board does not within 21 days after the date of the deposit of a requisition under Article 5.9, proceed duly to convene a meeting to be held within 2 months after that date (the “**Requisition Date**”), then not less than 50% of the requisitionists may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of 3 months after the Requisition Date.
- 5.11 Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to convene a meeting shall be repaid to the requisitionists by the OHI.
- 5.12 If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any Member may convene an EGM in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- 5.13 Notice of every general meeting shall be given in the manner provided for in these Articles to such persons as are under the Act and these Articles entitled to receive notices from the OHI including every Member and the statutory auditors for the time being of the OHI.

6 RIGHT TO ATTEND GENERAL MEETINGS

- 6.1 Each fully paid up Full Member, shall be entitled to nominate one representative to attend, speak and vote, subject to the Standing Orders, at the general meeting.
- 6.2 Each fully paid up Associate Member, or Honorary Member of OHI may attend and speak, subject to the Standing Orders, at the general meeting.
- 6.3 Unless designated as a Representative of a Full Member a person shall not be entitled to vote at a general meeting.

7 PROCEEDINGS AT GENERAL MEETINGS

- 7.1 The President or, in his or her absence, another Board member as chosen by the remaining Board members shall preside as chairperson for the duration of that general meeting.
- 7.2 No business shall be transacted at any general meeting unless a quorum of 3 Full Members who are entitled to attend and vote at the meeting are present at the time when the meeting proceeds to business and during the currency of the meeting.
- 7.3 Each properly authorised and appointed Representative shall be entitled to exercise the same powers on behalf of the Member which he or she represents as that Member would exercise if it were a natural person.
- 7.4 If within half an hour after the time appointed for a general meeting a quorum is not present, then the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other 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 Representatives present shall be a quorum.

- 7.5 The chairperson of a general meeting with the consent of any meeting at which a quorum is present may (and shall, if so directed by the meeting) adjourn any general meeting from time to time, and place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.
- 7.6 The chairperson of a general meeting shall ensure that the general meeting is conducted in compliance with the Constitution and the Regulations, shall open and close the general meeting and manage the debates held at it, and, unless the general meeting decides otherwise, grant Representatives permission to speak and conduct all discussions.
- 7.7 Save as otherwise provided in the Constitution, each of the Directors shall be entitled to receive notice of, to attend, speak but not to vote at any general meeting unless they have been appointed as the Representative of a Full Member.

8 VOTING AT GENERAL MEETINGS

- 8.1 Subject to Article 8.2, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands or by means of an electronic count unless a Ballot is demanded before any vote on the resolution is taken, whether by a show of hands or electronic count:
- 8.1.1 by the chairperson of the general meeting,
 - 8.1.2 by Representatives present at the meeting representing at least three Full Members (but so that each Member's demand can be made by one Representative); or
 - 8.1.3 by any Member or Members present at the meeting by one or more Representatives where those Representatives between them represent not less than 10 per cent of the total voting rights of all the Representatives having the right to vote on behalf of Members at the meeting,
- but no Member shall be compelled to vote.
- 8.2 Votes for the election of the Directors under Article 11 shall be decided by Ballot and not by a show of hands.
- 8.3 A demand for a Ballot may be withdrawn by the person or persons who made the demand.
- 8.4 Votes may only be given by Representatives present in person and voting by proxy shall not be permitted.
- 8.5 Each Representative of a Full Member, duly nominated and present in person, shall have (whether on a show of hands or on a Ballot) one vote and no Representative may vote on behalf of any other Full Member whether for the same Member or otherwise. Section 188(2) of the Act (as amended by section 1206 of the Act) shall be modified accordingly.
- 8.6 The Board of the OHI shall have one (1) vote to be cast by a nominated representative.
- 8.7 No Representative of a Full Member may vote unless the Full Member has advised the Honorary Secretary in writing in advance of the General Meeting or otherwise promptly upon request of the identity of the Representative who shall be entitled to vote on behalf of the Member Club.

- 8.8 Before each vote, the chairperson of the general meeting, or the person designated by him or her, shall read the text of the proposal aloud and explain the voting procedure to the General Meeting.
- 8.9 Where is it not specified in this constitution or in the Act that a Special Resolution is required then votes at a general meeting will be decided by General Resolution and where there is an equality of votes, whether on a show of hands or on a Ballot, the chairperson of the general meeting shall have a casting but not an original vote.
- 8.10 No Representative of a Full Member shall be entitled to attend or vote at any general meeting unless all Membership Fees and any other amounts immediately payable to the OHI by the Member Club whom that Representative represents and which have been demanded in writing by the OHI, prior to the general meeting in question, have been paid.
- 8.11 Subject to sections 191 to 198 of the Act, a resolution in writing signed by a representative of a Full Member for the time being entitled to attend and vote on such resolution at a general meeting, each acting by at least one Representative, shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting duly convened and held, and if described as a Special Resolution, shall be deemed to be a Special Resolution within the meaning of the Act. A resolution in writing made pursuant to this Article 8.11 may consist of one document or two or more documents in like form each signed by one or more Members. Each Full Member shall produce to the Board on request such evidence of its Representative's authority to sign any such resolution as the Board may reasonably specify.
- 8.12 No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.
- 8.13 If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, such discovery shall not affect the validity of any resolution or matter passed or done at the general meeting, unless an objection to such votes be taken at the same meeting and where the chairperson of the meeting shall decide that the error is of sufficient magnitude to affect such resolution or matter.
- 8.14 If the chairperson of the meeting shall decide that the error is of sufficient magnitude to affect the resolution or matter, the result of the resolution shall be disregarded and the resolution shall be put back to the membership for a vote.
- 8.15 The chairperson of the meeting shall check the result of each vote and announce it to the general meeting.
- 8.16 Minutes of general meetings shall, be kept by the Company Secretary who shall make available a copy of the minutes within 8 weeks of the completion of the general meeting to all Members. Once approved, the minutes will be signed by the chairperson of the meeting as a record of the proceedings of the general meeting in question.

9 COMPOSITION OF THE BOARD

- 9.1 The management, governance and control of the OHI shall be vested in the Board. The Board shall be constituted as set out in this Article 9 and, save as otherwise provided in these Articles, shall carry out its functions in accordance with the Constitution and with the Act.
- 9.2 There shall be a maximum of twelve (12) and a minimum of five (5) Directors.

- 9.3 The Board shall maintain a minimum of 40% of either gender
- 9.4 When at maximum capacity there shall be at least 2 Independent Directors on the Board.
- 9.5 Independent Directors shall be persons external to OHI with specific skill sets as required by OHI from time to time. For the avoidance of doubt the Independent Directors shall not be Club Members nor shall they be a Connected Person.
- 9.6 Once appointed the Directors shall elect from among their members the following Officers:
- a) President,
 - b) Honorary Secretary, and
 - c) Honorary Treasurer
- who shall remain in such office until the expiration of their term, they resign from the Board or as an Officer or they are removed by the Directors.
- 9.7 The Board will be entitled to direct that vacancies be filled by either male or female candidates to preserve the gender balance on the Board using the procedure set out in the Regulations from time to time.
- 9.8 Subject to section 146 of the Act, each appointment and removal of any Director shall comply with the provisions of these Articles.

10 NOMINATION OF DIRECTORS

- 10.1 In advance of each AGM the Honorary Secretary shall write to all Members outlining which positions are due to retire from the Board at the upcoming AGM and seek nominations for candidates for election or re-election to such positions.
- 10.2 A full list of nominees seeking election or re-election to the Board shall be circulated to all Members at least 14 days before the AGM.
- 10.3 No person shall be eligible for nomination to the Board if they derive a substantial portion of their income from having equity in or control of a commercial undertaking deriving income from the sale of handball goods or equipment or the supply of handball services to Players or Clubs. For the avoidance of doubt a “substantial portion of income” is 50% of more of gross annual income.
- 10.4 All nominations must be received on the official nomination form supplied by the Honorary Secretary and must include:
- 10.4.1 the name of the nominee;
 - 10.4.2 the position for which they are being nominated and evidence of the qualification required (if any) to hold the position being nominated for;
 - 10.4.3 a brief outline of any other experience the nominee has that will be of assistance to the Board in its work;
 - 10.4.4 confirmation that the nominee does not derive a substantial portion of their income from having equity in or control of a commercial undertaking deriving income from the sale of sports handball goods or equipment or the supply of handball services: and

10.4.5 a proposer and seconder from two separate Members.

- 10.5 The Board may identify additional skillsets required to assist in achieving the OHI's strategy which will be outlined in the request for nominations referred to in Article 10.1. Members will endeavour to nominate persons with those skillsets. Such nominees do not need to be Members.
- 10.6 If no person nominated in accordance with Article 10.5 falls under the definition of an Independent Director, the Board will appoint a committee for the purpose of identifying Independent Directors. Those persons identified by the Committee as Independent Directors will be put forward for election at the AGM.

11 APPOINTMENT AND TERM OF DIRECTORS

- 11.1 Each Director shall be elected for terms of three years subject to a maximum consecutive period on the Board of nine years. Once a Director has served 9 consecutive years as a Director they are not eligible for re-election for a period of 2 years after which terms limits begin again.
- 11.2 The election of any candidate for the office of Director shall be by Ordinary Resolution of the Members on a Ballot. If any such Ordinary Resolution is not passed, the relevant office shall remain vacant and the process outlined in Article 10 shall occur again with an EGM called for any subsequent election required.
- 11.3 Only one Director will be elected to office on a vote taken and no such vote shall be made on a motion to appoint two or more persons to the office of Director by a single resolution unless, before any vote is taken, a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it.
- 11.4 If there is only one nomination for a position, a vote must be conducted and the nominee must receive a majority vote in order to be deemed elected.
- 11.5 The continuing Directors may act notwithstanding any vacancy on the Board, but if the number of Directors falls below the minimum necessary quorum as determined by these Articles, the Directors may act for the purpose of summoning a general meeting of the OHI but for no other purpose.
- 11.6 The Board may appoint any person to be a Director to fill a casual vacancy and that Director shall be put forward for election for the position filled at the next AGM. If the election for that position does not fall due at the next AGM then the person will be elected for remaining term of the Director they are replacing so that the rotation sequence is not affected.
- 11.7 Notwithstanding any term limits provided for in this Article 11:
- 11.7.1 Directors' terms shall begin and end in general meetings of the OHI and any reference to a Director's term being of a period of years shall be deemed to be to such period as close to the stated term as may be, given that the OHI's AGMs may not be held on the same day in each year; and
- 11.7.2 a Director shall be entitled to continue to hold the office of Director until:

- (A) on a question of whether a Director has reached his or her maximum length of service, the AGM in the year in which that Director's maximum length of service ends (so that, by way of example, a Director shall not be deemed to have vacated, and shall not vacate, his or her office on the ninth anniversary of the date on which he or she first became a director if the AGM in that year falls after such anniversary); and
- (B) the completion of any election process relating to their directorship following their first appointment as a Director,

unless (in either case) he or she otherwise resigns or is removed or is not re-elected or his or her office is vacated on the terms of this Constitution or of the Act.

12 REMOVAL FROM THE BOARD

12.1 The General Meeting may by Ordinary Resolution remove any Director before the expiration of his or her period of office, notwithstanding anything in these Articles or in any agreement between OHI and such Director.

12.2 The office of Director shall be vacated:

- 12.2.1 automatically if he or she becomes prohibited or disqualified from being a director by reason of any law or order made under the Act; or
- 12.2.2 automatically if he or she absents himself from six consecutive meetings of the Board without special leave of absence from, or reason satisfactory to the Board; or
- 12.2.3 automatically if he or she is adjudicated bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction.
- 12.2.4 if he or she is guilty of conduct likely to bring discredit on the OHI, the Board or the Sport and the Directors resolve to remove him or her; or
- 12.2.5 automatically if he or she dies in office; or
- 12.2.6 automatically, if he or she resigns in writing; or
- 12.2.7 if his or her health is such that he or she no longer has adequate decision making capacity and the Directors resolve to remove him or her; or
- 12.2.8 if he or she is subject to a declaration of restriction and the Directors resolve to remove him or her; or
- 12.2.9 automatically if he or she is sentenced to a term of imprisonment; or
- 12.2.10 automatically if he or she directly, or indirectly, receives payment for services from the OHI beyond payments authorised under the Memorandum

and section 148 of the Act shall be varied accordingly.

13 REGULATION OF MEETINGS OF THE BOARD

13.1 Meetings of the Board shall be chaired by the President or, in his absence, another Director as chosen by the Directors present for the duration of that Board meeting.

- 13.2 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, at all times subject to compliance with the provisions of the Constitution, the Regulations, the Act and the requirements of any relevant regulatory bodies in each such case in accordance with generally accepted principles of corporate governance.
- 13.3 The Board shall hold a minimum of four (4) meetings every year.
- 13.4 A Director may, and the Company Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.
- 13.5 All Directors shall be entitled to reasonable notice of any meeting of the Board.
- 13.6 The quorum for the transaction of the business of the Board shall be 50% plus 1 of the members of the Board. Section 160(6) of the Act shall be modified accordingly.
- 13.7 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be as valid as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors, including by electronic signature. Any such resolution in writing may consist of several documents in like form, each signed by one or more of the Directors and for all purposes shall take effect upon receipt at the registered office of the Company of all such several documents, by post, by facsimile transmission or by electronic communication or otherwise.
- 13.8 Any Director may participate in a meeting of the Board by means of a conference or other telecommunication facility between some or all of the Directors who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Any Director so participating in such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum. Accordingly, where a Director is unable to speak or be heard by the other Directors during a meeting being held by a conference or other telecommunication facility, but where a quorum is present without counting such Director, the meeting may proceed to consider the business of the meeting.
- 13.9 All acts done by any Director, or by any person acting bona fide as a member of either or any other body nominated by the Board, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of the Director, or person or body acting as aforesaid, be as valid as if such Director or person or body had been duly appointed and was qualified to act.

14 VOTING AT MEETINGS OF THE BOARD

- 14.1 Questions arising at any meeting of the Board shall be decided by a majority of votes.
- 14.2 Where there is an equality of votes at a meeting of the Board, the chairperson of the meeting shall have a second or casting vote.
- 14.3 A Director shall not vote in respect of any contract, appointment or arrangement in which he or she is interested and he or she shall not be counted in the quorum present at the meeting during the time when the contract, appointment or arrangement is discussed and voted upon.

15 POWERS OF THE BOARD

- 15.1 The business of the OHI shall be managed by the Board, who may exercise all such powers of the OHI as are not, by the Act or by this Constitution, required to be exercised by the OHI in general meeting, but subject to:
- 15.1.1 the provisions of this Constitution;
 - 15.1.2 the provisions of the Act; and
 - 15.1.3 such directions, not being inconsistent with the foregoing provisions, as the Members may by Special Resolution give, provided that no direction given by the Members shall invalidate any prior act of the Board which would have been valid if that direction had not been given.
- 15.2 The Board shall have such powers which are necessary, subsidiary and ancillary to the principal objects and which powers may only be exercised in promoting the principal objects, and shall extend to doing any act or thing which appears to it to be requisite, advantageous, or incidental to, or to facilitate the attainment of, the principal objects, subject to:
- 15.2.1 the provisions of this Constitution;
 - 15.2.2 the provisions of the Act; and
 - 15.2.3 such directions, not being inconsistent with the foregoing provisions, as the Members may by Special Resolution give, provided that no direction given by the Members shall invalidate any prior act of the Board which would have been valid if that direction had not been given.
- 15.3 The Board may determine any question as to the interpretation of this Constitution or the Regulations, and may rule for any occurrence not catered for therein, and shall be binding on all members until modified or reversed by a subsequent General Meeting.
- 16 PRESIDENT**
- 16.1 The President shall chair all general meetings and meetings of the Board. He or she shall have an original and a casting vote at all such meetings.
- 16.2 The President shall be responsible for the effective management of the Board's agenda and for making adequate time available for discussion of agenda items, in particular strategic issues.
- 16.3 The President is responsible for providing overall leadership to the Board and for its effectiveness in all aspects of its role including in the setting of strategy and direction and in ensuring that the targets contained in the OHI's strategy are achieved.
- 16.4 The President shall act as the primary link between the Board and any staff employed by the OHI and shall ensure that the OHI is managed in accordance with the decisions of the Board.
- 16.5 The President is responsible for ensuring that the work of the Board takes proper account of the views expressed by the general meeting and reporting on behalf of the Board to the General Meeting.
- 16.6 The President shall represent the OHI in a manner appropriate to his to her position.

16.7 The President, in conjunction with the Company Secretary, shall be responsible for ensuring that general meetings are held, with advance notice of agenda given to those entitled to attend.

16.8 The President (or such other person as may be nominated for this purpose by the Board from time to time) shall represent the OHI at major handball events and functions and at IHF and EHF meetings and other meetings as deemed necessary.

17 COMMITTEES

17.1 The Board may establish such Committees as the Board deems appropriate from time to time, and, without prejudice to section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including Committees.

17.2 All Committees shall have Terms of Reference which shall be approved by the Board and with which they shall comply.

17.3 Each Committee shall, in the exercise of the powers delegated to it, conform to any Regulations that may be imposed on it by the Directors, including but not limited to those contained in the Regulations and the applicable Terms of Reference.

17.4 The Committees shall be responsible to and report to the Board, in accordance with the Terms of Reference for such Committee.

17.5 The appointment of members of the Committees including the chairpersons of such Committees shall be made by the Board in accordance with the Terms of Reference of the relevant Committee.

17.6 Any member of a Committee may participate in a meeting of such Committee by means of a conference or other telecommunication facility between some or all members of the Committee who are not all in one place, but each of whom is able, (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Any member of a Committee so participating in such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum. Accordingly, where a member of a Committee is unable to speak or be heard by the other Committee members during a meeting being held by a conference or other telecommunication facility, but where a quorum is present without counting such Committee member, the meeting may proceed to consider the business of the meeting.

17.7 All acts done by any member of a Committee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of the member of such Committee, or person or body acting as aforesaid, be as valid as if such member of such Committee or person or body had been duly appointed and was qualified to act.

18 STAFF

18.1 The Board may appoint staff to carry out such functions of the OHI as may from time to time be delegated to it by the Board.

18.2 The Staff shall be under the direction of the President unless delegated to a Senior member of staff, and shall act at all times subject to the powers and functions delegated to the Staff by the Board.

18.3 The Staff of the OHI, are bound by the Constitution and the Regulations and shall carry out the functions delegated to them by the Board diligently and in good faith.

19 COMPANY SECRETARY

- 19.1 The Company Secretary shall be a person with the necessary organisational skills to act as Company Secretary. The Company Secretary's duties shall include keeping the register of Members up to date; keeping the statutory registers, books and records of the Company up to date; and making all statutory filings on behalf of the Company to the necessary authorities.
- 19.2 The Company Secretary shall be appointed by the Board from time to time for such term and upon such conditions as the Board thinks fit. Any Company Secretary so appointed may be removed by the Board at any time and the Company Secretary may resign from his or her position on giving notice in writing to the Board. The Company Secretary may be but does not have to be a Director of the Company.

20 REGULATIONS OF THE OHI

- 20.1 Subject to Article 20.2 the Board may adopt, change, review, update and amend Regulations as they deem necessary or expedient or convenient for the proper conduct and management of the OHI.
- 20.2 All new Regulations and amendments to existing Regulations shall be notified to the Members and the Board shall distribute the changed Regulations among the Members.
- 20.3 Amendments to the Regulations will come into effect 10 days after notification of such amendments by the Board in writing to the Members unless for any reason changes to Regulations are required to be implemented in a shorter time period in which case the Board shall notify Members of the change immediately and they will come into effect on the date of such notification to Members.
- 20.4 The Board and the Members shall abide by the Regulations insofar as the Regulations are not inconsistent with this Constitution.
- 20.5 All disputes arising out of or in connection with the regulations, constitution etc of the OHI shall be referred to Sports Dispute Solutions Ireland (SDSI) for resolution by mediation in accordance with the SDSI Mediation Rules. If the dispute remains unresolved at the conclusion of the mediation process, the dispute shall be referred to SDSI for final and binding arbitration in accordance with the SDSI Arbitration Rules.

21 THE SEAL

- 21.1 OHI shall have a common seal which shall be under the charge of the Board.
- 21.2 The Seal shall be used only by the authority of the Board or of a Committee authorised by the Board on their behalf.
- 21.3 Any instrument to which the Seal shall be affixed shall be signed by a Director or by some other person appointed for the purpose by the Directors or by such Committee of them, and shall be countersigned by a second Director or by the Company Secretary or by some other person appointed or authorised by the Directors for that purpose.

22 ACCOUNTS

- 22.1 The Board shall cause or shall delegate to the Staff to cause adequate accounting records to be kept relating to:
- 22.1.1 all sums of money received and expended by OHI and the matters in respect of which the receipt and expenditure takes place;

22.1.2 the assets and liabilities of OHI; and

22.1.3 all sales and purchases of goods by OHI.

22.2 Adequate accounting records shall be deemed to have been maintained if they explain OHI's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the OHI.

22.3 The accounting records shall be kept at the registered office of the OHI or subject to section 283 of the Act, at such other place as the Board thinks fit, and shall at all reasonable times be open to the inspection of the Board.

23 AUDIT

23.1 The financial year end of the OHI shall be such date as the Board may decide, subject to the provisions of the Act.

23.2 OHI at each AGM shall appoint auditors to hold office until the next AGM and to carry out a yearly audit of the accounts of OHI and the following provisions shall have effect:

23.2.1 a member of the Board shall not be capable of being appointed statutory auditor of OHI.

23.2.2 every statutory auditor of OHI shall have a right of access at all times to the books and accounts and vouchers of OHI and shall be entitled to receive from OHI, the Company Secretary, the Staff and any Committee, all such information and explanations as may be necessary for the performance of the duties of the auditor.

23.3 Auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Act.

24 NOTICES

24.1 A notice to be served in pursuance of the Act may be served by OHI to any Member either in writing or by electronic means subject to the provisions of this Article 24 and the Act.

24.2 A notice in writing may be served on or given to the Member in one of the following ways:

24.2.1 by email or other electronic means (including being made available or displayed on a website);

24.2.2 by delivering it by hand to the Member or his authorised agent;

24.2.3 by leaving it at the usual, registered or notified address of the Member; or

24.2.4 by sending it by post in a prepaid letter or by courier to the usual or notified address of the Member,

and each of the Members hereby consents to the above means being used and further agrees to provide OHI with an email address to which notices may be served or given.

24.3 Any notice or documents served, delivered or given in accordance with the provisions of Article 24.2 shall be deemed, in the absence of any agreement to the contrary between OHI and the Member, to have been served or given:

24.3.1 in the case of service by email or other electronic means, 12 hours after dispatch;

- 24.3.2 in the case such notice or document is given, served or delivered by being made available or displayed on a website, 12 hours after being made so available or so displayed;
- 24.3.3 in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
- 24.3.4 in the case of it being left, at the time that it is left;
- 24.3.5 in the case of it being posted (to an address in Ireland) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address):
 - (A) on a Friday – 72 hours after dispatch; or
 - (B) on a Saturday or Sunday – 48 hours after dispatch;
- 24.3.6 in the case of it being posted (to an address outside Ireland) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address):
 - (A) on a Friday – 168 hours after dispatch; or
 - (B) on a Saturday or Sunday – 120 hours after dispatch,but subject to section 181(3) of the Act regarding notice of general meetings.

- 24.4 The non-receipt of a notice of any general meeting, or meeting of the Board or of a Committee by any member of such bodies shall not invalidate the proceedings at such meetings.

25 USE OF ELECTRONIC COMMUNICATION

- 25.1 Notwithstanding any other provision of these Articles, whenever any person (including without limitation the OHI, the Board, a Director, the Company Secretary, any officer of the OHI, any member of any Committee, any member of Staff, a Member or any other person) is required or permitted by these Articles or otherwise to give or receive information in writing such information may be given or received in electronic form, whether as an electronic communication or otherwise in such manner or form and subject to such terms, conditions or restrictions as the Directors may, subject to the Act, determine or approve from time to time in their absolute discretion.

26 INDEMNITY

- 26.1 Subject to the provisions of the Act, every Director or member of a Committee appointed by the Board or by the General Meeting or any agent of the Board or of such a Committee, auditors, Company Secretary, Staff and every other officer for the time being of OHI shall be indemnified out of the assets of OHI against any liability incurred by any of them in defending any proceedings, whether civil or criminal, in relation to their acts while acting in such capacity where judgment is given in their favour or in which they are acquitted, or in connection with any application under section 233 of the Act in which relief is granted to them by the court.

27 GENERAL

- 27.1 The Board may determine Disciplinary Regulations, and the rules of competitions as are within the control of OHI. These shall be sent to each Club and shall bind all Members and all persons engaged in competitions organised by or under the auspices of OHI.
- 27.2 OHI condemns the use of prohibited substances or methods, a practice generally known in sport as doping. The rules of OHI regarding doping are the Irish Anti-Doping Rules as adopted by Sport Ireland and, as amended from time to time. The rules contained in the said Irish Anti-Doping Rules shall have effect and be construed as the anti-doping rules governing the Sport in Ireland. These rules shall be binding on all Members.
- 27.3 OHI is committed to the wellbeing of all its participants and adheres to the Code of Ethics and Good Practice for Children's Sport as laid out by Sport Ireland and Sport NI.
- 28 AMENDMENT**
- 28.1 These articles may be altered only by Special Resolution at a General Meeting.