



THE COMPANIES ACTS (NORTHERN IRELAND) 2006

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

NI010440

MEMORANDUM

-and –

ARTICLES OF ASSOCIATION

-of –

THE NORTHERN IRELAND SPORTS FORUM

29/10/15

- 1 The name of the company (hereinafter called "the Northern Ireland Sports Forum") is THE NORTHERN IRELAND SPORTS FORUM.
- 2 The registered office of the Northern Ireland Sports Forum will be situated in Northern Ireland.
- 3 The objects for which the Northern Ireland Sports Forum is established are:
 - a) To promote sport and physical recreation which result in improved physical and mental health.
- 4 In furtherance of the above objects but not further or otherwise the Company shall have the following powers:
 - a)
 - i To cooperate with any government department , corporation, council or association in Northern Ireland or elsewhere concerned with physical recreation and community welfare;
 - ii To constitute a standing forum were all governing and representative bodies controlling sport and physical recreation in Northern Ireland may be represented and may collectively or through special groups formulate and promote measures to stimulate or improve the development of sport and physical recreation;
 - iii To support the work of these specialist bodies and to bring them together with other interested organisations;
 - iv To print, publish and circulate periodicals, book, circulars, statistics and other literature in furtherance of the Northern Ireland Sports Forum's objects;
 - v To manage, whether by itself or in cooperation with others, premises or places which are established for the purpose of providing facilities for physical recreation or the teaching or study thereof;
 - vi To enter into agreements or arrangements with any government department, corporation, council or person in Northern Ireland or elsewhere for promoting competitions, matches, exhibitions, demonstrations or conferences of, or related to, sport or any other form of physical recreation.
 - b) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Northern Ireland Sports Forum may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Northern Ireland Sports Forum.
 - c) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Northern Ireland Sports Forum as may be thought expedient with a view to the promotion of its objects.
 - d) To undertake and execute any trusts which may lawfully be undertaken by the Northern Ireland Sports Forum and may be conducive to its objects.
 - e) To borrow or raise money for the purposes of the Northern Ireland Sports Forum on such terms and on such security as may be thought fit.

- f) To invest the moneys of the Northern Ireland Sports Forum not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- g) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Northern Ireland Sports Forum or calculated to further its objects.
- h) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that:

- i the Northern Ireland Sports Forum shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Northern Ireland Sports Forum would make it a Trade Union.
- ii in case the Northern Ireland Sports Forum shall take or hold any property upon or subject to any charitable or other trusts the Northern Ireland Sports Forum shall not sell, mortgage, charge, or lease the same without such authority, approval, or consent as may be required by law, nor otherwise deal with the same save in accordance with the law for the time being applicable to such trusts as regards any such property the Managers or Trustees of the Northern Ireland Sports Forum shall be answerable and accountable for their own acts, receipts, neglects, and defaults, and for the due administration of such property in the same manner, and to the same extent, as they would have been if no incorporation had been effected; and the incorporation of the Northern Ireland Sports Forum shall not diminish or impair any control or authority exercisable by any court or other authority having jurisdiction over such managers or trustees, or in respect of such property, but such managers or Trustees, shall as regards any such property be subject jointly and severally to such control of authority as if the Northern Ireland Sports Forum were not incorporated.

- 5 The income and property of the Northern Ireland Sports Forum, whencesoever's derived, shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Northern Ireland Sports Forum, and no Director shall be appointed to any office of the Northern Ireland Sports Forum paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Northern Ireland Sports Forum.

Provided that nothing herein shall prevent any payment in good faith by the Northern Ireland Sports Forum.

- i of reasonable and proper remuneration to any member officer or servant of the Northern Ireland Sports Forum for any services actually rendered to the Northern Ireland Sports Forum;
- ii of reasonable and proper interest on money lent, or reasonable and proper rent for premises demised or let by any member or Director of the Northern Ireland Sports Forum to the Northern Ireland Sports Forum; provided always that this Clause shall

not apply to any payment to a Company of which a Director may be a person holding not more than one hundredth part of the capital of such Company and such Director shall not be bound to account for any share of profits he may receive in respect of such payments;

ii) To any Director of out-of-pocket expenses.

6 The liability of the members is limited.

7 Every member of the Northern Ireland Sports Forum undertakes to contribute to the assets of the Northern Ireland Sports Forum, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Northern Ireland Sports Forum contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (one pound).

8 If upon the winding up or dissolution of the Northern Ireland Sports Forum 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 Northern Ireland Sports Forum, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Northern Ireland Sports Forum, and which shall prohibit the distribution of its or their income and property among its or their members to any extent at least as great as is imposed on the Northern Ireland Sports Forum under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Northern Ireland Sports Forum at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some charitable object.

9 True accounts shall be kept of the sums of money received and expended by the Northern Ireland Sports Forum, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Northern Ireland Sports Forum; 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 of the Northern Ireland Sports Forum for the time being, such accounts shall be open to the inspection of the members.

October 2015

THE COMPANIES (NORTHERN IRELAND) ACTS 1960

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE NORTHERN IRELAND SPORTS FORUM

PRELIMINARY

1. In these Articles:-

"the Act" means the Companies (Northern Ireland) Acts 1960 including any statutory modification or re-enactment).

"the Articles" means the Articles of the Company.

"Board" means the Board of Directors for the time being of the Company.

"Cleardays" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take affect.

"Executed" means any mode of execution.

"Office" means the registered office of the Company.

"Representative" means an individual nominated by a Member Body or Organisation in accordance with Article 3.4.

"Secretary" means the Secretary of the Company or any other person appointed by the Board to perform the duties of the Secretary of the Company including a joint assistant or deputy Secretary.

INTERPRETATION

2. Unless the context otherwise requires the singular shall include the plural and the masculine shall include the feminine and bodies corporate and unincorporated.

MEMBERSHIP

- 3.1 There shall be three classes of membership:
- (a) **Full membership** of the Association shall be open to Sports Council for Northern Ireland (SCNI) recognised Governing Bodies of Sport and Physical Recreation in Northern Ireland.
 - (b) **Associate membership** may be considered from other organisations deemed appropriate by the Board, following receipt of appropriate application form.
 - (c) **Individual Members** will be appointed by the Board following invitation and acceptance of membership by the individual concerned.
- 3.2 Membership shall be divided into seven categories:
- | | |
|---------|--|
| Group 1 | Governing Bodies with membership of more than 20,000 |
| Group 2 | Governing Bodies with membership of 10,000 - 19,999 |
| Group 3 | Governing Bodies with membership of 5,000 - 9,999 |
| Group 4 | Governing Bodies with membership of 1,000 - 4,999 |
| Group 5 | Governing Bodies with membership of 500 - 999 |
| Group 6 | Governing Bodies with membership of 499 or less |
| Group 7 | Associate Members |
| Group 8 | Individual Members |

For the purposes of this clause membership shall mean the numbers involved in the sport for which the organisation is the recognised governing body.

- 3.3 Application for new membership shall be made in writing, including email to the Executive Manager. Admission to any class of membership shall be subject to the approval of the Board.

- 3.4 The Secretary of each member body will submit in writing, including email, the name of a nominated representative and such representative shall be the correspondent for receipt of notice of meetings and other correspondence from the Company.
- 3.5 Each organisation in full membership of the Company may appoint, cancel the appointment of, or replace a Representative to attend and vote on its behalf at General Meetings of the Company, by notice in writing to the Secretary of the Company. Such organisation shall also advise the Secretary of the Company of the identity of an alternate member, if any, of the organisation who may attend and vote in the absence of the appointed Representative. Each organisation in full membership shall, in addition to its representative or alternate, be entitled to send not more than two observers to all General Meetings of the Company. The termination of an appointment as Representative or alternate shall be intimated in writing by the organisation to the Secretary of the Company after which such Representative or alternate shall not be empowered to act on behalf of the said organisation.
- 3.6 Every Member shall be held to have agreed to be bound by this Memorandum and these Articles.
- 3.7 Any member who desires to withdraw from the Company shall give notice in writing to the Secretary of his intention and upon receipt of such notice shall cease to be a member. In such event no refund of membership fee paid shall be made.
- 3.8 A member shall also cease to be a member of the Company upon the expiry of seven days after service on him by the Board of notice requiring him to withdraw from the Company pursuant to a resolution of the Board at a meeting specially convened and held and of which he shall have been given reasonable notice and at which he shall have been given a reasonable opportunity of attending and being heard.

SUBSCRIPTIONS

- 4.1 Each full and associate member shall pay an annual subscription determined according to the category of its membership. The amount of subscription for each category for the following year shall be determined at the Annual General Meeting.
- 4.2 Subscriptions shall be due and payable between 31st March and the 30th September each year. Any member whose subscription has not been paid within the above time frame shall not be entitled to send a Representative to attend or vote at the Annual General Meeting or to serve on the Board. The membership of any member whose subscription is more than one year in arrears shall be deemed to have lapsed and that member shall not be re-admitted unless on terms approved by the Board prior to the application for re-admission.

BOARD OF DIRECTORS

- 5.1 The management of the business of the Company including the arrangements for meetings of the Company shall be the responsibility of the Board which shall consist of: (a) the Chairman and Vice- Chairman and six Directors elected in accordance with Articles 5.3 - 5.5; (c) up to two additional persons co-opted by the Board in accordance with Article 5.6; and (d) any person appointed to fill a casual vacancy in accordance with article 5.8. Up to two members of the overall Board can be individual members.
- 5.2 The Board shall meet at least six times per year and additionally as required. Notice for the meeting (details of which are outlined in the Board Procedures Policy) may be given by email, surface mail or other means as agreed with the members concerned.
- 5.3 The Company shall elect at an Annual General Meeting a Chairman and Vice-Chairman each of whom shall serve for a period of two years. Both the Chairman and the Vice-Chairman shall be eligible for re-election for further periods subject to a maximum of six years continually in office. The Chairman shall hold the Chair until the Annual General Meeting at which his tenure of office ceases.
- 5.4 The election of the Chairman and Vice-Chairman shall be from nominations in writing of Representatives of full member organisations duly proposed and seconded by full member organisations and who have agreed to act if elected, submitted to the Secretary not less than 21 days before the Annual General Meeting. Such member organisations whose Representatives are so elected may during the period of office of such Chairman or Vice-Chairman appoint another Representative to vote on behalf of such organisation. Nominations for appointment as Chairman and Vice-Chairman shall be circulated with the Agenda for the Annual General Meeting.
- 5.5 The Company shall elect to serve on the Board of Directors six nominees from member organisations appointed in terms of Article 3.4 at each Annual General Meeting. Unless there are further vacancies four Directors only shall be elected at each Annual General Meeting, each Director to serve for a period of two years. Board Members shall be eligible for re-election for further periods subject to a maximum of six years continuous service.
- 5.6 The Board shall have power to co-opt up to two persons onto the Board to perform specific tasks for the Company.
- 5.7 The Executive Manager of the Company shall, for the time being in post, attend all Board meetings, but shall not have a vote.

5.8 The Board shall also have power to co-opt any person to fill any casual vacancy that may arise on the Board. Such co-options under this and the preceding sub-clause 5 shall subsist until the next Annual General Meeting when the co-opted member may stand for election in accordance with Article 5.4 above.

REMOVAL OF DIRECTORS

6.1 The office of Director shall be vacated: -

- (a) If by notice in writing to the Secretary the Director resigns;
- (b) If the Director becomes bankrupt or insolvent or makes any arrangement or composition with any creditors generally;
- (c) If the Director becomes of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise incapacitated;
- (d) If he ceases to be eligible in accordance with Article 3.5;
- (e) If he ceases to hold office by reason of any order made under the Company Directors Disqualification Legislation;
- (f) If he is removed from office by a resolution duly passed pursuant to the said legislation;
- (g) If for more than six months the Director has been absent without permission of the Board from meetings of the Board during that period and the Board so resolves;

GENERAL MEETINGS

7.1 The Annual General Meeting of the Company shall be held each calendar year on a date between 01 September and 30th November inclusive at such place and time as may be determined by the Board. The Board shall specify the meeting as an Annual General Meeting in the notice calling it. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

7.2 Extraordinary General Meetings may be called at any time either (a) at the direction of the Board or (b) at the written request of not less than eight full member organisations.

NOTICE OF GENERAL MEETINGS

8.1 21 days written notice shall be given of all General Meetings. Notices of Extraordinary General Meetings shall be issued within 14 days of a direction or a request submitted to the Secretary in terms of the preceding Article and shall state the business to be discussed. Except for amendments to these Articles (See Article 14.1 below) member organisations wishing to submit amendments to motions or to intimate motions to be placed on the agenda for any General Meeting shall submit details in writing, including email (which shall include the name and Representative's signature on behalf of the seconding organisation) to the Secretary not more than 42 days before that meeting. Thereafter the agenda shall be issued to all member organisations not less than 14 days before the General Meeting.

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

8.3 No business other than that on the agenda shall be transacted at any General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

9.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. One quarter of those present who are entitled to vote shall form a quorum at all General Meetings of the Association. In the event of a quorum not being present within half an hour of the time appointed for the holding of the General Meeting if the meeting is convened on the requisition of members it shall be dissolved. In any other case it shall stand adjourned until the same time 28 days forward and notice shall be given within seven days of the said adjournment to all members intimating the date, time and place of the adjourned meeting. In the event of a quorum not being present for an adjourned General Meeting the full member organisations then present shall constitute a quorum for the adjourned meeting.

9.2 The Chairman or in his absence the Vice-Chairman shall preside as Chairman at any General Meeting but if at any meeting neither of them shall be present within 15 minutes after the time appointed for holding the same and willing to preside, the members present shall choose some member of the Board or if no such member be present or if all the members of the Board present decline to take the Chair they shall choose some Representative who shall be present to preside.

9.3 The Chairman may with the consent of any meeting at which a quorum was 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned 28 days or more notice of the adjourned meeting will be given and in the same way as for the original meeting. Save as aforesaid the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

9.4 On each resolution each full member organisation shall be entitled to one vote to be cast by its appointed Representative or intimated alternate. Associate and Individual Members shall not be entitled to a vote. The Chairman may determine whether the resolution shall be decided on a show of hands by the majority of the persons present and entitled to vote unless before or upon the declaration or the result of the show of hands a ballot he considers a

written ballot should be conducted. Unless a ballot be so demanded a declaration by the Chairman of the meeting that a resolution has been carried or has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the Minute Book of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against that resolution. No ballot shall be demanded on the election of a Chairman of a meeting or on any question of adjournment. In the case of an equality of votes whether on a show of hands or on a ballot the Chairman of the meeting shall be entitled to a second or casting vote.

ELECTION OF DIRECTORS

- 10.1 In the event of there being more than two valid nominations for the post of either Chairman or Vice-Chairman a ballot shall be held and the candidate receiving least votes on each occasion shall drop out until two candidates only remain when the decision shall be by a simple majority. In the event of there being only one valid nomination for any post the Chairman shall declare that nominee elected.
- 10.2 In the event of there being a greater number of candidates than posts available the decision for election to the Board shall be by a simple majority vote.
- 10.3 No member organisation can have more than one representative on the Board

DUTIES AND POWERS OF THE BOARD

- 11.1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised or done by the Company.
- 11.2 The Board shall from time to time establish and appoint such specialist and other committees and sub-committees as they may think fit for the better and more effective conduct of the affairs of the Company and may delegate thereto such other powers and duties of the Board as they may think fit and may revoke such delegations. Such committees and sub-committees shall consist of such persons (whether or not members of the Board) as the Board may appoint.
- 11.3 The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined four shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.

- 11.4 The Chairman or not less than four members of the Board may and on the request of the Chairman or not less than four members of the Board the Secretary shall at any time convene a meeting of the Board by notice served upon the members thereof. A member who is absent from the United Kingdom shall not be entitled to notice of such a meeting.
- 11.5 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by and under the regulation of the Company for the time being vested in the Board generally.
- 11.6 All acts bona fide done by a meeting of the Board or by any committee of the Board or by any person acting with the authority of the Board shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid or that they or any of them are disqualified be as valid as if every such person had been duly appointed or had duly continued in office or was qualified to be a member of the Board.
- 11.7 The Board shall cause proper Minutes to be made of all appointments of Officers made by the Board and of the proceedings of all meetings of the Company and of the Board and of committees of the Board and all business transacted at such meetings and any such Minutes of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further prove of the facts therein stated.
- 11.8 A resolution in writing signed by all the members by the time being of the Board or of any specialist or sub-committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.
- 11.9 A Director may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all the members of the Board participating in the meeting can hear each other and the members of the Board participating in a meeting in this manner shall be deemed to be present in person at such a meeting for the purposes of Article 11.4 herein.

FINANCE

- 12.1 The Board shall cause proper books of account to be kept in accordance with the Act.
- 12.2 No members shall have any right of inspecting any accounting records or other book or document of the Company except as confirmed by statute or authorised by the Directors or by ordinary resolution of the Company. At least once in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and

balance sheet ascertained by one or more properly qualified or certified auditor or auditors. A person responsible for auditing or certifying the said accounts shall be appointed by the Board and their duties regulated in accordance with the Act.

- 12.3 At the Annual General Meeting in every year the Board shall lay before the Company a proper income and expenditure account for the period since the last preceding account made up to 31 March in each year together with a proper balance sheet made up as at the same date.

NOTICES

- 13.1 All notices required to be given by the Company to member organisations thereof shall be sent to the representative for each member organisation either personally or in such manner as may from time to time be determined by the Company and every such notice shall be deemed to have been duly served on the day following sending.

ALTERATION

- 14.1 Any resolution to amend these Articles shall be proposed and seconded by two full member organisations or the Board and submitted in writing, including email. In the event of such a resolution being submitted, the Secretary shall not less than 42 days before a General Meeting intimate the motion to the membership of the Company. Any amendments to such resolution duly proposed and seconded by not less than two full member organisations must be submitted in writing to Secretary not later than 28 days before the said meeting. Notice of all resolutions and amendments shall be issued not less than 21 days before the said General Meeting.
- 14.2 Amendments to these Articles shall be decided by a two thirds majority of those present and voting.

INDEMNITY

- 15.1 Subject to the provisions of the Act but without prejudice to any indemnities which a Director may otherwise be entitled, every Director or other Officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office carried out in good faith including any liability incurred by him in defending any proceeding whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application in which is granted to him by the court and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office in good faith.