

Irish Canoe Union  
**Memo & Articles**

*Update: June 2009*

## Memorandum of Association

1. The name of the Company is the Irish Canoe Union Limited (hereinafter referred to as the "Union").
2. The objects for which the Union is established are to:
  - (i) govern, organise, control and regulate in all its forms the sport and recreation of canoeing and kayaking (hereinafter referred to as "canoeing").
  - (ii) promote, develop, and advance the sport and recreation of canoeing in Ireland.
  - (iii) provide a positive and safe environment for all its members and in particular to maintain a child-centred focus which emphasises the overall development, safety, health and welfare of children at all levels within the sport and recreation of canoeing.
  - (iv) promote the teaching and practice of canoeing in accordance with current best practice.
  - (v) develop, promote, and adopt a drug free policy within the sport and recreation of canoeing and in particular to support the Irish Sports Council's National Doping Control Programme.
  - (vi) stimulate public and government opinion in favour of providing and enhancing canoeing facilities.
  - (vii) develop, promote and adopt policies aimed at protecting the natural environment and in particular those areas of the natural environment which facilitate the activities of canoeing and canoeists.
  - (viii) draw up, publish and enforce uniform regulations for the control and regulation of canoeing competitions in Ireland and to deal with any infringements thereof.
  - (ix) purchase, take on lease or in exchange, hire or otherwise acquire and to hold, manage, develop, sell, dispose of, lease, or deal in any way with any real or personal property and any interest therein subject to such consents as may be required by law.
3. In furtherance of the above objects but not otherwise, the Union shall have the following powers:
  - (i) Subject to such consents as may be required by law to borrow and raise money and secure or discharge any debt or obligation of or binding on the Union in such manner and on such terms and conditions as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Union.
  - (ii) To invest funds of the Union not immediately for its purpose in or upon such investments, securities or property as it may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
  - (iii) To co-operate with the national or international federations of other or related sporting or other bodies as the Union shall from time to time approve.

- (iv) To adopt, publish, amend and administer from time to time standards of eligibility for membership of the Union and for competing in events promoted by the Union as may be determined by the Union in accordance with its constitution, rules and regulations and to do all such acts and things necessary to ensure conformity to and compliance with such codes and standards as may be adopted or promulgated by the Union and to govern members, competitors and / or coaches in any way connected with the objectives of the Union.
- (v) To receive from any person or body monies for the purpose of furthering the objectives of the Union.
- (vi) For the purposes aforesaid to buy, acquire, hold, deal with, manage, direct the management or sell, exchange, mortgage, charge, dispose of grant register or otherwise turn to account any right or interest in over or upon any property of any kind whatsoever and in particular any copyrights, designs, trademarks, patents, licences, franchises, concessions and the like all rights in respect thereof confirming a right of use or any secret or other information and /or any film, video, television or broadcasting rights which may seem capable of being used for any grant licence in respect of or otherwise turn to account any rights and information so acquired and also to undertake any kind of trade business or activity for the purpose of promoting, advancing or protecting the interests of person or bodies engaged in promoting the objectives of the Union as the Union shall by rules or regulations or constitution provide.
- (vii) To prepare, edit, print, publish, issue, acquire, circulate, and distribute books, pamphlets, papers, periodicals and other literary materials, pictures, prints, photography, films, sound, recordings and mechanical and other models and equipment, and to establish, form, promote, conduct, and maintain public collection, displays and exhibitions of literature, statistics, charts, information and other material.
- (viii) Subject to such consents as may be required by law to construct, erect, alter, improve, demolish and maintain any buildings which may from time to time be required for the purpose of the Union, and to manage, develop, sell, lease, let, mortgage, dispose of or otherwise deal with all or any part of the same.
- (ix) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
- (x) To do all such other lawful things as are incidental to the attainment of furtherance of the said objects or any of them.

Provided always that:

- (xi) In case the Union shall take or hold any property which may be subject to any trusts, the Union shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (xii) The Union 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 Union would make it a Trade Union.

4. The liability of the members is limited.

5. Every member of the Union undertakes to contribute to the assets of the Union in the event of the same being wound up while a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Union contracted before ceasing to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves such amount as may be required not exceeding one euro.
6. If upon the winding up or dissolution of the Union 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 Union, but shall be given or transferred to such other institution or institutions having objects similar to the objects of the Union, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Union under or by virtue of clause four hereof, such institution or institutions to be determined by the members of the Union at or before the time of dissolution, and if and so far as effect cannot be of the Union at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some charitable object.

#### **Jurisdiction**

7. The Union acknowledges the International Canoe Federation as the international representative body for canoeing and declares that the powers vested in the Union shall be subject to and in accordance with the statutes of the International Canoe Federation.
8. The Union shall be a member of the Olympic Council of Ireland and as such shall be the sole representative of the sport of canoeing in this regard.

#### **Logos & Emblems**

9. The use of the Irish Canoe Union logos and emblems shall be prohibited by any member, person, body, association, or otherwise, without the written consent of the Union's Board of Management.

## Articles of Association

### Interpretation

In these presents the words standing in the first column of the table shall bear the meanings set opposite to them respectively in the second column if not inconsistent with the subject or context:

<b>Act</b>	The Companies Acts, 1963 to 1990.
<b>Articles</b>	The Articles of Association of the Irish Canoe Union from time to time in force.
<b>The Union</b>	The above named Company.
<b>The Executive</b>	The Committee of Senior Officers including the two Company Directors of the Irish Canoe Union for the time being.
<b>The Board</b>	The Board of Management for the time being of the Irish Canoe Union.
<b>ICU Registered Club<sup>2007</sup></b>	Any club or other body in Ireland which offers canoeing as an activity and which is registered to the Union in accordance with these Articles, and whose rules and regulations have been approved by the Board of the Irish Canoe Union. <sup>2007</sup>
<b>ICU Registered Member(s)<sup>2007</sup></b>	<p>ICU Registered Members means the following classes of Membership</p> <p><b>1 Member(s) registered by an ICU Registered Club</b> A member of an ICU Registered Club who has been designated to Irish Canoe Union membership by that ICU Registered Club and for whom the appropriate annual membership fee has been paid by the ICU Registered Club on behalf of that member. All such members shall be enrolled on the Register of Members held by the Irish Canoe Union.</p> <p><b>2 ICU Individual Member(s)</b> An individual who has paid the appropriate annual membership fee and who shall be enrolled on the Register of Members held by the Irish Canoe Union. A registered member of the ICU Training &amp; Development Unit shall be considered an ICU Individual Member</p> <p>In the context of these Articles a member or members may also denote a club which is registered with the Union in accordance with these Articles.</p>
<b>Age</b>	Reference to ages in these Articles shall mean the age on the 1st day of January in each year.
<b>Days</b>	In relation to the period of a notice days means that period including the day when a notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
<b>Delegate</b>	<p>Any person nominated by a club registered in accordance with these Articles to represent that club at Delegate Meetings of the Union.</p> <p>Any person nominated by a bloc of ten ICU Individual Members registered in accordance with these Articles to represent the said bloc at Delegate Meetings of the Union.</p> <p>Each incumbent member of the Board of Management of the Irish Canoe Union.</p>
<b>Executed</b>	Any mode of execution.
<b>Honorary Life Member</b>	Any person who on a proposal of the Board has been made an Honorary Life Member of the Union by the Members at annual Delegate Meeting.
<b>Office</b>	The registered office of the Union.
<b>Official</b>	A member with either supervisory, coaching or management responsibility within the Union including officials who travel with representative teams.
<b>Seal</b>	The Common Seal of the Union.
<b>Ireland</b>	The Republic of Ireland.
<b>Canoeing</b>	The sport and recreation of canoeing and kayaking in all its forms.
<b>Company Secretary</b>	The Secretary of the Company or any other person appointed to perform the duties of the Company Secretary.
<b>Senior Officers</b>	Members of the Executive.
<b>Officers</b>	Non Executive Members of the Board.

Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these articles become binding on the Union.

Any words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender; and words importing persons may include corporations.

## Objectives

1. The Union is established for the purposes expressed in the Memorandum of Association.

## Membership

2. The number of members of the Union is unlimited.
3. The subscribers to the Memorandum of Association of the Union and such members as are admitted to membership in accordance with these Articles shall be deemed members of the Union. No person or club shall be admitted or remain a member of the Union unless approved by the Board.
4. There shall be the following classes of members:

### <sup>2007\_start</sup> **Member(s) registered by an ICU Registered Club**

A member of an ICU Registered Club who has been designated to Irish Canoe Union membership by that ICU Registered Club and for whom the appropriate annual membership fee has been paid by the ICU Registered Club on behalf of that member. All such members shall be enrolled on the Register of Members held by the Irish Canoe Union.<sup>2007\_finish</sup>

Every application by a club to the Union for registration as an ICU Registered Club and for the registration of its members as Members registered by an ICU Registered Club shall be in writing and in such form as shall contain the particulars<sup>2009\_start</sup> where practical disciplines actively undertaken in the past year and<sup>2009\_finish</sup> and information as the Board may from time to time determine as being necessary.

### <sup>2007\_start</sup> **ICU Individual Member(s)**

An individual who has paid the appropriate annual membership fee and who shall be enrolled on the Register of Members held by the Irish Canoe Union. A registered member of the ICU Training & Development Unit shall be considered an ICU Individual Member.<sup>2007\_finish</sup>

Every application by an individual to the Union for registration as an ICU Individual Member shall be in writing and in such form as shall contain the particulars<sup>2009\_start</sup> where practical disciplines actively undertaken in the past year and<sup>2009\_finish</sup> and information as the Board may from time to time determine as being necessary.

5. It shall be a privilege of membership unless otherwise agreed with the Board that members of an ICU Registered Club registered by that club with the Union shall be deemed to be ICU Individual Members of the Union with the same rights and limitations of membership as an ICU Individual Member accepted to membership of the Union, except that such members of an ICU Registered Club shall not be entitled:
  - (i) to receive notice of Delegate Meetings unless he and the Board have made a separate agreement for the supply of same.
  - (ii) to vote at Delegate Meetings until such time as an ICU Registered Club shall have confirmed in writing to the Office the membership of an individual as member of an ICU Registered Club for the year during which such a meeting is held and that such a member has been nominated as a Delegate to represent the said club.
6. The Board shall have the power from time to time to grant temporary ICU Individual Membership for such periods and on such terms as it shall decide, with power to withdraw such temporary ICU Individual Membership at any time.
7. Honorary Membership may be conferred by the Board as it may determine. Unless a shorter period is stipulated at the time of conferring, Honorary Membership shall be conferred for life.
8. The Honorary Secretary shall cause an accurate Register of Members to be maintained at the Office and shall cause the same to be updated from time to time.

**Memberships Fees**

9. The Board shall prescribe an application fee payable on admission to membership by every ICU Registered Club or ICU Individual Member other than Honorary Members.
10. Notwithstanding the above, the Board shall be authorised in relation to any ICU Registered Club or ICU Individual Member, where in the opinion of the Board, circumstances would make it inequitable or otherwise to impose a registration fee to agree a special registration fee.
11. An ICU Registered Member shall not be entitled to any of the rights or privileges of membership whilst subscriptions are in arrears.

**Cessation of Membership**

12. A Member shall cease to be a Member if: -
  - (i) the Board resolves that membership of a Member be terminated.
  - (ii) a Member fails to pay any application fee or subscription or other contribution for which he or it becomes liable whilst a Member within the period laid down by the Board for any such payment; or
  - (iii) a Member is convicted of an indictable offence other than road traffic offences and such offences, which in the reasonable opinion of the Board do not affect that Member's position as a Member of the Union.
13. A Member may at any time withdraw from the Union by giving notice to the Office but shall remain liable for his or its subscription for the then current year. Membership shall not be transferable.
14. The Board may in its discretion and at any time cancel or suspend the membership of any Member.
15. Without prejudice to the provisions of these Articles, if the conduct of any Member is such as shall in the opinion of the Board be injurious to the character or interests of the Union or render that Member unfit to remain within the Union, the Board may suspend such a Member from membership indefinitely or otherwise limit for a stated period the rights of membership of that Member or may expel such a Member from membership.

**Annual Delegate Meetings**

16. The Union shall hold Annual Delegate Meetings. Not more than 18 months shall elapse between the date of one Annual Delegate Meeting and that of the next.
17. For the purpose of holding Annual Delegate Meetings, all ICU Registered Clubs and ICU Individual Members registered in the <sup>2007\_start</sup>3 month period<sup>2007\_finish</sup> prior to the holding of an Annual Delegate Meeting shall be considered registered with the Union regardless of the fact that such ICU Registered Clubs and ICU Individual Members are unregistered on the day of the Annual General Meeting. Such ICU Registered Clubs and ICU Individual Members shall enjoy such rights and privileges pertaining to an Annual Delegate Meeting as if they were currently registered ICU Registered Clubs and ICU Individual Members.
18. A period of 35 days notice of any Annual Delegate Meeting specifying the place and nature of the business to be transacted shall be given in the manner hereinafter mentioned to such persons as are under these Articles or under the Act entitled to receive such notices from the Union.

19. Prior to the day appointed for the commencement of an Annual Delegate Meeting, the following procedures shall apply in relation to nominations and motions:
- (i) Any nomination proposed by an ICU Registered Club and duly seconded by one or more ICU Registered Clubs together with such information as the Board may stipulated shall be notified to the Honorary Secretary in writing not less than 21 days before an Annual Delegate Meeting.
  - (ii) An incumbent Board Member eligible for re election at an Annual Delegate Meeting may be nominated by the Board for re election.
  - (iii) Each ICU Registered Club shall be entitled to nominate only one nomination for election at an Annual Delegate Meeting.
  - (iv) <sup>2000\_start</sup>A motion may be put forward by any two ICU Registered Members provided (i) it deals with a single subject (ii) it is notified to the Secretary in writing not less than 21 days before the Annual Delegate Meeting (iii) it is approved by the Board or an ICU Registered Club and (iv) it is duly countersigned by the Chairman of the Board or the ICU Registered Club which approved the motion. <sup>2000\_finish</sup>
  - (v) The Board may alter or amend any motion which offends against the Articles of the Union but not otherwise, and may composite any two or more motions which, in the opinion of the Board constitutes in substance the same motion or which deals with the same subject matter and is to the same effect. The Board shall inform, in writing, any ICU Registered Club whose motion is altered, amended or composited in accordance with this article and shall then arrange for the final Annual Delegate Meeting agenda to be prepared and <sup>2003\_start</sup>made public<sup>2003\_finish</sup> not later than 14 days before the commencement of an Annual Delegate Meeting.
20. The Board shall be responsible for arranging the timetable and order of business at an Annual Delegate Meeting and shall determine its own rules of procedure.

#### **Extraordinary Delegate Meeting**

21. All meetings other than Annual Delegate Meetings shall be called Extraordinary Delegate Meetings.
22. The Board shall convene Extraordinary Delegate Meetings:
- (i) if a resolution to so call an Extraordinary Delegate Meeting is passed at the preceding Annual Delegate Meeting.
  - (ii) where ten ICU Registered Clubs so requisition such a meeting by service on the Honorary Secretary of a written notice seeking the holding of such a meeting.
  - (iii) where two thirds of the Board resolve to convene such an Extraordinary Delegate Meeting.
23. A requisition made by ICU Registered Clubs to call an Extraordinary Delegate Meeting must in the form of a motion and be signed by the Chairman and Secretary of each of the ICU Registered Clubs calling the Extraordinary Delegate Meeting and be deposited at the registered office of the Union.

24. On receipt of a requisition by the required number of ICU Registered Clubs calling an Extraordinary Delegate Meeting, the Board shall proceed to convene an Extraordinary Delegate Meeting as soon as is practicable. If the Board, however, fails to convene an Extraordinary Delegate Meeting within 60 days from the date of the deposit of the requisition, the requisitionists or a majority of the requisitionists may themselves convene a meeting.

#### **Proceeding at Delegate Meetings**

25. Each Delegate at a Delegate Meeting shall cast votes on behalf of and in accordance with the wishes of the ICU Registered Club that the Delegate represents.
26. Each ICU Registered Club shall received votes in direct proportion to the number of Senior Members on the current nominal role held by the Honorary Secretary of the Union. The specific ratio shall be one vote per club plus one vote for every 10 Senior Members <sup>2009\_start</sup> ~~or part thereof,~~ <sub>2009\_finish</sub> up to a maximum of 12 votes per club.
27. Individual members may group to form a voting bloc or blocs. <sup>2003\_start</sup> Any such voting bloc must consist of at least ten ICU Individual Members. <sup>2003\_finish</sup> One of their number shall be nominated as a Delegate or Delegates in accordance with the procedures as contained herein and shall cast votes in accordance with the preceding Article.
28. Each incumbent member of the Board shall be entitled to cast one vote at a Delegate Meeting and each member of the Board shall be recognised as a Delegate.
29. No objections shall be raised to the qualification of any voting delegate 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 objections made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
30. Votes may be given either personally or by proxy.
31. Delegates must be at least <sup>2007\_start</sup>18 years of age. <sup>2007\_finish</sup>
32. The instrument appointing a proxy shall be in writing and signed by the Chairman of the ICU Registered Club appointing a proxy or in the case of an ICU Individual Member or Board Member the instrument appointing a proxy shall be in writing and signed by the ICU Individual Member or Board Member. A proxy need not be a member of the Union.
33. The instrument appointing a proxy and the power of attorney shall be available upon request from the Office and shall be deposited at the Office not less than 48 hours before the time for holding a meeting or adjourned meeting.
34. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
35. At any Delegate Meeting a motion put to the vote of the meeting shall be decided by a show of hands by those Delegates eligible to vote unless before or upon the declaration of the result of the show of hands a poll is demanded by the chairman of the meeting or by at least five Delegates present and unless a poll is so demanded a declaration by the chairman of the meeting that a resolution has or has not been carried and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the numbers or proportion of votes recorded in favour or against the resolution. The demand for a poll may be withdrawn.

If a poll is demanded in the manner aforesaid it shall be taken at such time and place and in such manner as the chairman of the meeting may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Members who were not present at an original meeting shall be entitled to attend and vote at any adjournment thereof.

36. In the case of equality of votes on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
37. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
38. No business shall be transacted at a Delegate Meeting unless a quorum is present. Save as otherwise provided in these Articles, 20 Delegates or their proxies entitled to attend and cast votes shall constitute a quorum.
39. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
40. The President or in his absence some other Senior Officer of the Union nominated by the Board shall preside as chairman of any Delegate Meeting, but if neither the President nor such other Senior Officer (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Senior Officers present shall elect one of their number to be chairman of the meeting and, if there is only one Senior Officer present and willing to act, he shall be chairman of the meeting.
41. If no Senior Officer is willing to act as chairman, or if no Senior Officer is present within fifteen minutes after the time appointed for holding the meeting, the Delegates present and entitled to vote shall choose one of their number to be chairman.
42. The President may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven days' notice shall be given specifying the time and place of adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

### **Voting Rights**

43. The following voting rights apply with respect to the different categories of Members:
  - (i) Delegates including delegates representing blocs of ICU Individual Members duly nominated and notified to the Honorary Secretary shall be entitled to attend and vote at Delegate Meetings.
  - (ii) Members of the Board<sup>2009\_start</sup> ~~not acting as Delegates for ICU Registered Clubs~~<sup>2009\_finish</sup> shall be entitled to attend and vote at Delegate Meetings.
  - (iii) All Senior and Junior Members shall be entitled to attend Delegate Meetings but shall not be entitled to vote in their capacity as members of ICU Registered Clubs or ICU Individual Members.

### Board of Management

44. <sup>2001\_start</sup>The Members, subject to and in accordance with the provision of these Articles shall at an Annual Delegate Meeting elect five Executive members (including the President) who shall collectively constitute the Executive Committee of the Union (hereinafter referred to as the "Executive"). <sup>2001\_finish</sup> Members shall also ratify the election of the Chairman from each of the Technical Committees who shall collectively with the Executive constitute the Union's Board of Management. All Board Members must be over 21 years of age.

(i) <sup>2000\_start</sup>Any individual being the Chair of any Technical Committee shall not be eligible to the membership of the Executive or to the Chair of another Technical Committee, or being a member of the Executive shall not be eligible to the Chair of any Technical Committee. For the purpose of giving effect to this provision, any individual appointed or elected to any position for which he is thus rendered ineligible shall immediately thereupon resign either the position to which he has just been appointed or elected or the position previously held, and in default of such immediate resignation, shall be deemed to have resigned the position previously held with immediate effect. <sup>2000\_finish</sup>

(ii) <sup>2007\_start</sup>The President and <sup>2009\_start</sup>one two <sup>2009\_finish</sup>Executive Members will be elected from amongst nominations submitted in accordance with these Articles for a term of 2 years in each year of an uneven number. The remaining members of the Executive shall be elected from amongst nominations submitted in accordance with these Articles for a term of 2 years in each year of an even number. <sup>2007\_finish</sup>

45. <sup>2009\_start</sup>The term of office of each Executive member shall be two years. Any member of the Executive holding office in the same Executive position for three consecutive terms shall not be eligible for re election to that Executive position for a period of two years. <sup>2009\_finish</sup>

46. The President shall act as the Chairman of the Executive and as Chairman of the Board and shall be entitled to vote at all meetings of the Executive and Board.

47. <sup>2001\_start</sup>The Executive shall following its election and at the first meeting of the Executive following an Annual Delegate Meeting appoint from among its members an Honorary Treasurer and an Honorary Secretary, <sup>2009\_start</sup>who will also be appointed as 1st and 2nd Vice Presidents. <sup>2009\_finish</sup>

The Executive shall following its election and at the first meeting of the Executive following an Annual Delegate Meeting appoint from among its members two directors of the company, Irish Canoe Union Limited, and shall appoint the Chief Executive as the Company Secretary. <sup>2001\_finish</sup>

48. Unless otherwise determined by ordinary resolution at an Annual Delegate Meeting, the Union's Board of Management shall consist of the Executive, <sup>2009\_start</sup>the co - opted positions of <sup>2009\_finish</sup>the National Child Protection Officer, the Access/Environmental Officer and the Chairman from each of the following Committees:

- (i) Canoe Slalom Committee
- (ii) Canoe Sprint Racing Committee
- (iii) Marathon Racing Committee
- (iv) Surf Committee
- (v) Canoe Polo Committee
- (vi) Wild Water Racing Committee
- (vii) Freestyle Committee
- (viii) Training, Coaching & Development Committee

**Delegation**

49. Subject to the provisions of the Act, the Memorandum, and these Articles of Association and to any directions given by special resolution, the normal management of the Union's affairs shall be delegated by the Board to the Executive. Unless the Board expressly rules on a matter, the Executive shall assume the full powers of the Board except on disciplinary matters all of which shall be reserved for the Board. The Board may overrule any decision of the Executive at a subsequent meeting of the Board.
50. The Executive shall be responsible for the day to day management of the Union's affairs and may exercise all the powers of the Board. No alteration of the Memorandum or Articles of Association and no such direction shall invalidate any prior act of the Executive which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Executive by the Articles of Association and a meeting of the Executive at which a quorum is present may exercise all powers exercisable by the Board.
51. The Executive may from time to time delegate to Chief Executive such of its powers, as it considers desirable to be exercised by such a Chief Executive. Any such delegation may be made subject to any conditions the Executive may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
52. A Chief Executive may be appointed only by the Executive for such time, at such remuneration, on such terms and upon such conditions as it may think fit. Any Chief Executive so appointed may (subject to the terms of any contract between him and the Union) be removed only by the Board. The Executive shall be empowered to place upon the Chief Executive such additional duties and responsibilities as it may deem fit with power to vary same from time to time. The Chief Executive shall at all times be subject to the control and direction of the Executive and shall not, without the express approval of the Executive, have the power to bind the Union, Board, or Executive.
53. Board Members (including the President) shall not be eligible for appointment to any paid executive office in the Union and if the holder of any of such paid office shall become a Board Member his office shall at once be vacated.
54. The Board and Executive may also delegate any of its powers to committees and/or such other persons, as they think fit. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying. The acts and proceedings of any committee shall be reported to the Board in accordance with the provisions of these Articles
55. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Union for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
56. All casual vacancies arising out of the Executive of the Union shall be filled at the discretion of the Board. All casual vacancies arising out of the Board shall be filled by the relevant Technical Committee with the nominee being ratified at the discretion of the Board.

**Proceeding of the Board & Executive**

57. Subject to the provisions of the Articles, both the Board and the Executive may regulate their proceedings, as considered appropriate and meet together for the despatch of business, adjourn and otherwise regulate meetings as considered appropriate.
58. The Board shall meet at least four times between Delegate Meetings.
59. The Executive shall meet as <sup>2003\_start</sup>often as is required<sup>2003\_finish</sup> between Delegate Meetings.
60. A Board Member may, and the Honorary Secretary at the request of a Board Member shall, call a meeting of the Executive or Board. Questions arising at either a Board or Executive meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
61. The quorum for the transaction of the business of the Executive may be fixed by the Executive and unless so fixed at any other number shall be three.
62. The quorum for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be five.
63. The following committees shall be termed Technical Committees of the Union and any decisions taken by such committees may be subject to the approval of the Board. The Board shall adopt bye-laws governing the procedures and activities of the Technical Committees. The election of the Chairman to each of the Technical Committees shall be ratified by Members represented by Delegates at the Annual Delegate Meeting.
- (i) Canoe Slalom Committee
  - (ii) Canoe Sprint Racing Committee
  - (iii) Marathon Racing Committee
  - (iv) Surf Committee
  - (v) Canoe Polo Committee
  - (vi) Wild Water Racing Committee
  - (vii) Freestyle Committee
  - (viii) Training, Coaching & Development Committee

**Vacation of Office**

64. The office of a Executive Member shall be vacated:
- (i) subject to the other provisions of these Articles of Association at the termination of an Annual Delegate Meeting at which that Executive member's term of office ceases unless re-appointed following successful candidature in a second or subsequent election.
  - (ii) if he ceases to be a member of the Executive by virtue of any provision of the Act or he becomes prohibited by law from being a member of the Executive; or
  - (iii) if he resigns his office by notice to the Union; or
  - (iv) if he is convicted of an indictable offence other than road traffic offences and such other offences which in the reasonable opinion of the Board do not affect his position as a member of the Board.

65. The Board Members may act notwithstanding any vacancies in their number, but, if the number of Board Members is less than the number fixed as the quorum, the Board Members may act only for the purpose of filling vacancies or of calling a general meeting.
66. The President shall chair all general meetings of the Executive and Board. But if the President is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the another member of the Executive or Board present may be appoint one as chairman of the meeting.
67. All acts done by a meeting of the Executive and/or at a meeting of the Board, or of a committee of the Board, or by a person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Member and had not been entitled to vote.
68. A resolution in writing signed by all the Board Members entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like from each signed by one or more Board Members.
69. Save as otherwise provided by the Articles, a Board Member shall not vote at a meeting of the Board, of the Executive or of a sub committee of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Union unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
  - (i) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Union or any of its subsidiaries;
  - (ii) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Union or any of its subsidiaries for which the Board Member has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
  - (iii) his interests arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Union or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Union or any of its subsidiaries for subscription, purchase or exchange;
  - (iv) the resolution relates in any way to a retirement benefits scheme, which has been approved, or is conditional upon approval, by the Revenue Commissioners for taxation purposes.
70. For the purposes of this article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this article becomes binding on the Union) connected with a Board Member shall be treated as an interest of the Board Member.
  - (i) A Board Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

- (ii) The Union may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Board Member from voting at a meeting of the Board, the Executive or of a committee of the Board.
  - (iii) If a question arises at a meeting of the Board, of the Executive or of a committee of the Board as to the right of a Board Member to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Board Member other than himself shall be final and conclusive.
71. At meetings of the Board and of the Executive the following shall be the order of business:
- (i) read and confirm the minutes of the last meeting.
  - (ii) any matters arising out of the minutes.
  - (iii) in the case of a Board Meeting consider the status reports of the Technical Committees presented to the meeting by the Chairman of each of the Technical Committees.
  - (iv) in the case of a Board Meeting arrange for the observations of the Board to be reported to the Technical Committees.
  - (v) any special matters not included in the above which the Chairman of the Meeting may consider proper to be discussed.

#### **Board and Executive Members' Expenses**

72. Board and Executive members may be paid reasonable expenses properly incurred by them in connection with the discharge of their duties.

#### **Regulations**

73. The Membership of the Union shall be regulated by such regulations as may be adopted from time to time by the Board save that any such regulations made by the Board in respect of membership shall first be approved by the Union generally at an Annual Delegate Meeting or an Extraordinary Delegate Meeting.
74. The Board shall have the power from time to time to make, alter and repeal all such regulations as they deem necessary or expedient or convenient for the proper conduct and management of the Union and in particular, but not exclusively, the Board may by such regulations regulate the:
- (i) conduct of Members in relation to one another and to the Union's agents.
  - (ii) imposition of penalties for the breach of any bye-law or any Article of Association.
  - (iii) regulations deemed to be necessary for the day to day operation of the Union.
  - (iv) regulations to be observed in order to promote safety in all events held under the auspices of the Union and generally all such matters as are commonly the subject matter of Union regulations.
  - (v) the Anti-Doping Rules of the Irish Canoe Union which are the Irish Anti Doping as amended from time to time.

75. In the case of regulations relating to a technical discipline of canoeing, the Board may only make, alter or repeal such regulations either on the advice of the Technical Committee or after consultation with the Technical Committee.
76. The Board shall adopt such means as it deems sufficient to bring to the notice of Members, all such regulations, alterations, and repeals and all such regulations so long as they shall be in force shall be binding on Members. Provided, nevertheless, that no regulation shall be inconsistent with or shall effect or repeal anything contained in the Memorandum or Articles of Association of the Union and that any regulation may be set aside by a special resolution of a general delegate meeting, The regulations so made by the Board shall be at the discretion of the Board promulgated for use of the Members and may be termed "the Regulations of the Union".
77. The Board shall from time to time make such regulations as to the procedures for the hearing and resolutions of disputes which may arise from time to time in the course of the organisation of the sport/recreation of canoeing.
78. Disputes arising within a technical discipline must first be arbitrated by the relevant Technical Committee. Should such disputes remain unresolved after such arbitration, the dispute may be appealed to the Board for resolution.
79. <sup>2007\_start</sup> As a final point of appeal against a sanction imposed by the Irish Canoe Union on an ICU Registered Member or ICU Registered Club or in the event that for whatever reason the Irish Canoe Union cannot use its own internal dispute resolution procedures, a dispute arising out of or in connection with the Memorandum, Articles, or Regulations of the Irish Canoe Union shall be referred to Just Sport Ireland for mediation in accordance with Just Sport Ireland Mediation Rules (as amended from time to time). If such a dispute so referred is not settle within one day of the mediation being instituted or such other period as the disputing parties may agree in writing, the dispute shall be referred to Just Sport Ireland for final and binding arbitration in accordance with Just Sport Ireland Arbitration Rules (as amended from time to time). <sup>2007\_finish</sup>

### Minutes

80. The Board shall cause minutes to be made in books kept for the purpose:
- (i) of all appointments of officers made by the Union; and
  - (ii) of all proceeding at meetings of the Union, of the Board, of the Executive and of any sub-committees of the Board, including the names of the Board Member present at each such meeting.

### The Seal

81. The Seal of the Union shall not be affixed to any instrument except by the authority of a resolution of the Board and at least one member of the Board together with the Honorary Secretary shall sign every instrument to which the Seal shall be affixed and in favour of any purchaser or person bona fide dealing with the Union such signatures shall be conclusive evidence of the fact that the Seal was properly affixed.

### Clubs

82. Clubs shall comply with all the affiliation regulations drawn up by the Union from time to time.

The regulation of a Club shall not be in conflict with any provision of these Articles.

If any Club Member ceases to be a member of the Club, that member shall automatically cease to be a member of the Union unless registered with the Union through another club or as an ICU Individual Member.

In the event of a Club failing to comply with the enforcement any disciplinary or other measures determined by the Board, the Board, subject to satisfaction by the Annual Delegate Meeting, may disaffiliate such a Club from the Union.

### Accounts

83. The books of account shall be kept at the office of the Union or, subject to Section 147 (3) of the Companies Act 1963, at such other place or places as the Board shall consider appropriate and shall always be open to inspection by members of the Board.
84. The Board shall from time to time determine whether and to what extent, at what times and places and under what conditions or regulations the records of the Union and any of them shall be open to inspection of members not being member of the Board, and no member (not being a member of the Board) shall have any right of inspecting any financial statements or documents of the Union except as conferred by statute or authorised by the Board or by the Union in Annual Delegate Meeting.
85. Once at least in every year the finances of the Union shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by one or more properly qualified auditors or auditors.
86. At each Annual Delegate Meeting, the Board shall lay before the Union a proper income and expenditure account for the period since the last Annual Delegate Meeting, every such balance sheet shall be accompanied by proper reports to the Board and the auditors and copies of such account, balance and reports (all of which shall be framed in accordance with any statutory requirements for time being in force) and of any other documents required by law to be annexed or attached hereto or to accompany the same shall, not less than 14 days before the date of the meeting, be sent to the auditors and to all other persons entitled to receive notices of Annual Delegate Meetings in the manner in which notices are hereinafter directed to be served. The auditor's report shall be open to inspection and be read for the meeting as required by Section 163 of the Companies act, 1963.

### Notices

87. <sup>2007\_start</sup>Subject to these Articles and to ICU Regulations, all ICU Registered Members have the right to receive notice of and to attend ICU General Meetings.

Notice of and the agenda for such General Meetings must be given to all ICU Registered Members and shall be adequately received by them if;

- published on the ICU website or,
- if given by email or in accordance with such further or other method as may be decided by the ICU Board.

Save that all notices and agenda for ICU Delegate Meetings must be given in writing to the Secretary of each ICU Registered Club entitled to receive Notices under the terms of these Articles. <sup>2007\_finish</sup>

88. The accidental omission to give such notice or other document to or the non-receipt of such notice or other document by any such Member shall not invalidate any meeting or resolution passed or election connected therewith.
89. Any member present at any meeting of the Union shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

**Indemnity**

90. Every Officer of the Union shall be entitled to be indemnified out of the assets of the Union against all losses or liabilities (including any such liability as is mentioned in paragraph (b) of section 200 of the Companies Act, 1963) which he may sustain or incur in the course of or in connection with the execution of his duties and no Officer (including the Auditor) shall be liable for any loss or damage sustained by the Union as a result of or in connection with the execution of his duties, provided however that this article shall have effect only insofar as its provisions are not excluded by Section 200 of the Companies Act, 1963.

**Winding Up**

91. Clauses in the Memorandum of Association of the Union relating to the winding up or dissolution of the Union shall have effect as if the provisions thereof were repeated in these Articles.