

COMPANIES ACT 2014

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**CONSTITUTION
OF
THE FOOTBALL ASSOCIATION OF IRELAND**

Cumann Peile Na h-Eireann

Incorporated the 27th June 1958

No 17081

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that Cumann Peile Na h-Eireann “THE FOOTBALL ASSOCIATION OF IRELAND” (the word “Limited” being omitted by Licence of the Minister for Industry and Commerce) is this day Incorporated under the Companies Acts, 1908 to 1924, and that the Company is Limited.

GIVEN under my hand at Dublin, this Twenty-seventh day of June One Thousand Nine Hundred and Fifty-Eight.

Registrar of Joint Stock Companies,

V.N. GORMAN.

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Cumann Peile na h-Eireann

THE FOOTBALL ASSOCIATION OF IRELAND

CONSTITUTION

OF

Cumann Peile na h-Eireann

THE FOOTBALL ASSOCIATION OF IRELAND

(As amended by resolutions of the members up to 20 June 2017)

MEMORANDUM OF ASSOCIATION

1. The name of the Company (hereinafter called the Association) shall be Cumann Peile na h-Eireann “The Football Association of Ireland”.
2. The Association is a company limited by guarantee registered under Part 18 of the Companies Act 2014.
3. The Registered office of the Association will be situate in Ireland.
4. The **main objects** for which the Association is established are:-
 - 4.1 To promote, foster, and develop, in all its branches the game of Association Football, and to take all such steps as may be deemed necessary or advisable for preventing infringements of the laws of the game, or other improper methods or practices in the game, and for protecting it from abuses.
 - 4.2 In furtherance exclusively of the foregoing main object, the Association shall have the following subsidiary objects:-
 - (4.2) (a) To make adopt, vary, and publish rules, regulations, bye-laws, and conditions for the regulation of the said game or otherwise, and to take all such steps as shall be deemed necessary or advisable for enforcing such rules, regulations, bye-laws and conditions.

- (4.2) (b) To promote, provide for, regulate and manage in all or any of the required details or arrangements including any arrangements for the benefit of associations or clubs, football competitions, contests and matches, international or otherwise, in Ireland or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, convenience, or benefit of players and of the public, or of any other persons concerned or engaged in such competitions, contests or matches.
- (4.2) (c) To accept, take over, or otherwise acquire all such cups, shields, and other prizes as may be approved by the Association, and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealings with all or any of the same.
- (4.2) (d) To provide for, make, and vary all such rules, regulations, and bye-laws as to amateur and professional players as the Association may from time to time determine.
- (4.2) (e) To provide by rules, regulations and bye-laws or otherwise, for deciding and settling all differences that may arise between football associations, leagues, clubs or players or any persons who are members of, or alleged to be members of, or are employed or engaged by, any such associations or clubs, or any other persons in reference to due compliance with the laws of the game, or the rules, regulations, or bye-laws of the Association, or to contracts or to any other matter of dispute or difference arising between such associations, clubs, or persons, or any of them, and whether this Association is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as the Association shall think fit.
- (4.2) (f) To co-operate with or assist any football association, league or club in any way which the Association shall think proper, and to enter into or adopt any agreement or arrangement with such Association or club.
- (4.2) (g) To co-operate with F.I.F.A and U.E.F.A. in all matters relating to International or other competitions, or otherwise relating to the game of football or the rules or regulations affecting the same.
- 4.3 To the extent that the same are essential or ancillary to the promotion or attainment of the main object of the Association as heretofore set out, the Association may exercise the following powers:-
 - (4.3) (a) To purchase, lease, or otherwise acquire any real or personal property or any estate or interest whatever in the same respectively, which may be necessary for or calculated to promote or assist in the promotion of any of the objects of the Association.
 - (4.3) (b) To build, construct, maintain, alter, remove, or re-build any buildings, offices, and dwelling houses and to clear sites for the same, or to join

with any person, firm, or company in doing any of the things aforesaid, and to work, manage and control the same, or join others in so doing.

- (4.3) (c) To acquire, lay out, improve, hold, use or turn to account in any way football grounds, or other athletic grounds, with all such pavilions, buildings, erections and easements, and with all necessary fittings and accessories as the Association may deem advisable.
- (4.3) (d) To promote, support, or assist in all or any sporting activities for which any property of the Association may be available, or which may be determined on or approved by the Association.
- (4.3) (e) 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 the Association, and to turn the same to profit and advantage in any way that the Association may deem advisable.
- (4.3) (f) To act as Trustee for any Association or Club formed for the purpose of promoting the playing of Association Football in Ireland and by the rules of which Association or Club the income and property thereof shall be applied solely towards the promotion of the playing of Association Football in Ireland and the payment of any portion of such income or property to the members of such Association or Club, or to the members of the Association, is prohibited, and as such trustees to hold any real or personal property upon such trusts, and with and subject to such powers and provisions as are consistent with the promotion of the aforesaid object, and as are within the contemplation of such of the provisions of the rules of such Association or Club as are hereinbefore referred to.
- (4.3) (g) To invest and deal with the moneys of the Association not immediately required upon such securities and in such manner as may from time to time be thought fit by the Association.
- (4.3) (h) To lend and advance money or give credit to any Association, club or body formed for the purpose of promoting the playing of Association Football in Ireland and such income and property shall be applied solely towards the promotion of the playing of Association Football in Ireland and the payment of any portion of such income and property to the members of such Association, club or body, or to the members of the Associations, is prohibited to the extent at least as great as is imposed on the Football Association of Ireland by virtue of Clause 4.3 (p) below.
- (4.3) (i) To borrow or raise money in such manner as the Association shall think fit.
- (4.3) (j) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Association as an employee, or to the wives, husbands, children or other dependents of such person provided

that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the Association and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the Association; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Association and to subscribe or guarantee money for charitable objects.

- (4.3) (k) To amalgamate or co-operate with any Association, Club or body formed for the purpose of promoting the playing of Association Football in Ireland and by the rules whereof the income and property thereof shall be applied solely towards the promotion of the playing of Association Football in Ireland and the payment of any portion of such income or property to the members of such Association, Club or body, or to the members of the Associations, is prohibited to an extent at least as great as is imposed on the Football Association of Ireland by virtue of clause 4.3(p) below.
- (4.3) (l) To draw, make, accept, endorse, discount, execute and issue Bills of Exchange, promissory notes, and other instruments, so as to be negotiable or transferable by delivery, or to order or otherwise.
- (4.3) (m) To effect insurance against risk of loss to the Association, or against risk or accident to any members of the Council or servants of the Association in the course of their employment or duties for the Association, and to pay premiums on any such insurance.
- (4.3) (n) To pay all or any expenses incurred in connection with the formation and incorporation of the Association.
- (4.3) (o) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in, or securities of, any other Corporate Body or Association having objects altogether, or in part, similar to those of this Association, or carrying on any business which may directly or indirectly assist any business carried on by this Association.
- (4.3) (p) The income and property of the Association shall be applied solely towards the promotion of its main object(s) as set forth in this Memorandum of Association. No portion of the Association's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise however by way of profit to members of the Association. No Director (other than the General Secretary/Chief Executive who shall be a paid official) shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or monies worth from the Association. However, nothing shall prevent any payment in good faith by the Association of:

- a) reasonable and proper remuneration to any member, officer or servant of the Association (not being a Director) for any services rendered to the Association;
- b) interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Association to the Association;
- c) reasonable and proper rent for premises demised and let by any member of the Association (including any director) to the Association;
- d) reasonable and proper out-of-pocket expenses incurred by any director in connection with their attendance to any matter affecting the Association;
- e) honorarium payments to the Association's offices of President, Chairman-National League, Secretary, Treasurer and Senior Vice President provided the said officers are not present at meetings when these payments are discussed and voted upon. Also provided that the portion above the agreed Revenue levels of travel and subsistence expenses continue to be made through the PAYE system;
- f) fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company;

(4.3) (q) To adopt and carry out all such Rules and Regulations, Bye-Laws, Agreements and Arrangements of the said present Association and to comply with or to enforce the due compliance with the same unless and until the same shall have been duly varied in accordance with the terms thereof, or with the Regulations for the time being of the Association.

(4.3) (r) To make grants to any Club playing Association Football in Ireland or to any Divisional Association of such Clubs or to the existing Committee known as The Junior Council of the Association and functioning under the Rules of the said present Association, to successors of such Committee or to any other committee for the time being constituted for the government of Junior Football in Ireland or any other Committee, Association or body functioning under the Rules of the Association.

(4.3) (s) To give such further financial assistance to any of the bodies mentioned in the preceding object hereof as may be deemed expedient and to give any guarantee in relation to the payment by any such body of any monies which may be borrowed by such body for any purpose

which in the opinion of the Council of the Association is calculated to promote, foster or develop the game of Association Football.

- (4.3) (t) To do all things as are incidental or conducive to the attainment of the above objects or any of them provided that the Association 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 or restriction which if an object of the Association would make it a Trade Union.
- (4.3) (u) To secure the payment of money or other performance of financial obligations of itself or any other person in such manner as the Association shall think fit, whether or not by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Association's property, present or future, including, its' uncalled capital.
- (4.3) (v) To guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Association, or by both such methods, the performance of the contracts or obligations of and the re-payment or payment of the principal amounts of and premiums, interest and dividends on any securities of any company which is for the time being the Association's subsidiary (direct or indirect) as defined by Section 155 of the Companies Act, 1963 or of any person associated with the Association in business.

4.4 Additions, alterations or amendments

- (4.4) (a) No addition, alteration or amendment shall be made to the main objects clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the constitution for the time being in force unless the same shall have been previously submitted to and approved by the Revenue Commissioners.
- (4.4) (b) No amendments of any kind shall be made to the provisions of Clauses 4.3(p) and 4.7 of the Memorandum of Association and no amendments shall be made to the Constitution to the extent that any such amendments would alter the effect of Clause 4.3(p) and 4.7 of the Memorandum of Association resulting in the Constitution ceasing to comply with the provisions of Section 1180 of the Companies Act 2014.
- (4.5) The liability of the Members is limited.
- (4.6) Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a member or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time

at which he ceased to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributions themselves, such amount as may be required, not exceeding one euro.

(4.7) Winding Up

If upon the winding up or dissolution of the Association, there remains, after satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Association. Instead such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Association. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Association under or by virtue the Income and Property Clause hereof. Members of the Association shall select the relevant institution or institutions 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.

(4.8) Keeping of Accounts

True Accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Association, 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 Association 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 or Auditors. Such annual audited accounts shall be kept and made available to the Revenue Commissioners on request.



ARTICLES OF ASSOCIATION

(as amended by resolutions of the members up to 20th June 2017)

The following regulations shall apply to the Association.

INTERPRETATION

1.
 - 1.1 The provisions of the 2014 Act which are stated therein to apply to a company limited by guarantee (or a CLG as that term is defined in the 2014 Act), save to the extent that its constitution is permitted to provide or state otherwise, will apply to the Association subject to the alterations contained in these Articles [and the Rules], and will, so far as not inconsistent with these Articles [and the Rules], bind the Association and its Members.
 - 1.2 Without prejudice to Section 1177(4) of the 2014 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 of the 2014 Act, any such optional provision of the 2014 Act shall be deemed not to apply to the Association and for the avoidance of doubt, these Articles shall be deemed to have effect and prevail over the terms of such optional provisions of the 2014 Act (and the expression "optional provision" shall take its meaning from Section 1177(2) of the 2014 Act).
 - 1.3 Sections 144(3), 148(2), 163, 165, 182(2), 183, 186(c), 187(4) to 187(6), 187(8), 188, 218, 1196 and 1197(2) of the 2014 Act shall not apply to the Association.
 - 1.4 In the interpretation of these Articles, unless the context otherwise requires, the words and expressions set out below 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. Any capitalised words or expressions not defined in these Articles shall have the same meaning as in the Rules.
 - 1.5 Unless the contrary is clearly stated, references to the Acts or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Acts 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 hereof) from time to time and may be for the time being in force.

- 1.6 Unless specifically defined in these Articles [or the Rules] or the context otherwise requires, words or expressions contained in these Articles and not specifically defined herein [or in the Rules] shall bear the same meanings as in the Acts, but excluding any statutory modification thereof not in force when these Articles became binding on the Company and the Members.
- 1.7 Reference to any document includes that document as amended or supplemented from time to time.
- 1.8 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.
- 1.9 Headings are inserted for convenience only and do not affect the construction or interpretation of these Articles.
- 1.10 Unless the context otherwise requires, reference to Articles and to paragraphs are to these Articles and the paragraphs of these Articles.
- 1.11 Unless the context otherwise requires, reference to a "person" include natural persons, legal persons, firms and bodies corporate. In addition, references to the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.12 Definitions

Acts means the 2014 Act and every statutory modification, replacement and re-enactment thereof; for the time being in force;

2014 Act means the Companies Act 2014;

“AGM” means an annual general meeting of the Association;

Articles means these articles of association, as originally framed, or as from time to time altered by special resolution, and reference to an **Article** shall be construed accordingly;

Association means the company whose name appears in the heading to this Constitution;

Board of Management shall have the meaning ascribed thereto in Article;

Chief Executive means the chief executive of the Association appointed in accordance with Article 15;

Committee means any committee appointed by the Board of Management and includes any commission appointed by the Board of Management in accordance with the Rules;

- 1.5. **EGM** means an extraordinary general meeting of the Association;
- 1.6. **Member** means a member of the Association and
- 1.7. **Rules** means the rules for the time being of the Football Association of Ireland.

MEMBERS

2.

2.1. The Members of the Association shall be:

2.1.1. National Associations; Divisional Associations and Leagues who have affiliated to the FAI;

2.1.2. clubs in Leagues who are currently affiliated to their Divisional/ National Association;

2.1.3. players who are currently registered to play for their Club on League Registration Forms obtainable from a member League;

2.1.4. clubs participating in the FAI National League and Affiliated to their Divisional Associations;

2.1.5. other members who may be appointed by the Council from time to time.

2.2. Members shall only act through representatives appointed under the Rules.

2.3. The conditions relating to membership are set out in the Rules and each Member shall comply with the provisions of the Rules applicable to it.

MANAGEMENT OF THE ASSOCIATION

3.

3.1. The management and control of the Association shall be vested in the board of directors (to be called the “**Board of Management**” in these Articles and the Rules). The Board of Management shall be constituted as set out in the Rules and,

save as otherwise provided in these Articles, carry out its functions in accordance with the Rules and this Constitution.

- 3.2. The maximum number of members of the Board of Management at any time shall be eleven.
- 3.3. The quorum for the transaction of the business of the Board of Management shall be 6 members of the Board of Management. Section 160(6) of the 2014 Act shall be modified accordingly.
- 3.4. As a Board member, the President (as defined in the Rules) shall have an original vote and a casting vote. Section 160(2) of the 2014 Act shall be modified accordingly.
- 3.5. The Board of Management may appoint and remove solicitors, bankers, agents and servants and any other third party advisors and confer on them respectively such powers as they may think fit.
- 3.6. The Board of Management may from time to time purchase, build, rent, lease, hire or otherwise acquire any real or personal property, including lands, buildings, houses, or other property, the possession, use or occupation of which they may consider beneficial or advantageous to the Association.
- 3.7. The Board of Management may from time to time borrow or raise or secure the payment of money for the purpose of the Association in such manner or on such terms as may seem expedient, provided always that the Board of Management shall not at any time borrow any sum in excess of €1,270,000 (one million two hundred and seventy thousand euro) without the express sanction of the Council. Section 158 of the 2014 Act shall be modified accordingly.
- 3.8. The Board of Management may from time to time sell, exchange, grant, convey or lease, for such considerations, upon such terms and in such manner as they shall approve of, any real or personal property of the Association or any rights, estates or interests therein or there-over.
- 3.9. The Board of Management may draw, make accept, endorse, discount, execute and issue respectively promissory notes, bills, cheques or other negotiable instruments provided that every promissory note, bill, cheque or other negotiable instrument drawn, made, accepted, endorsed, discounted, executed or issued shall be signed by the President, Honorary Treasurer and Honorary Secretary or in such other manner as the Board of Management may determine.
- 3.10. The Board of Management may do all such acts and exercise all such powers of the Association as may be required to give effect to the provisions of this Constitution and which are not by statute, by the Constitution or by the Rules required to be done or exercised by the Association in general meeting.

- 3.11. The Board of Management shall adopt and act upon the Rules of the Association for the time being and from time to time insofar as the same are not inconsistent with these Articles.
 - 3.12. The Board of Management may invest such monies of the Association not required for immediate use as they may from time to time be of the opinion should be invested on such or in such securities in the Republic of Ireland or elsewhere as they may approve, and from time to time vary any such investments.
 - 3.13. The Board of Management may submit or refer claims by or against the Association to arbitration.
 - 3.14. The Board of Management may call EGMs of the Association when and where it thinks fit.
 - 3.15. The Board of Management shall circulate a bi-monthly report of all Board of Management and Standing Committee meetings to all members of the Council.
4. All acts done by any members of the Board of Management or of a Committee appointed by the Board of Management or by any person acting bona fide as a member of either or any other body nominated by the Board of Management, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of the member of the Board of Management or Committee, or person or body acting as aforesaid, be as valid as if such member of the Board of Management or Committee or person or body had been duly appointed and was qualified to act.
 5. Members of the Board of Management and Committees thereof shall be allowed such expenses incurred in the performance of their duties as the Association shall approve, but shall not exceed the guidelines agreed with the Revenue Commissioners from time to time. Section 1197(3) of the 2014 Act shall be modified accordingly.

MEETINGS

6. An AGM shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be prescribed by the Association at the last preceding AGM, or in default, at such time in the month following that in which the anniversary of the Association's incorporation occurs and at such place as the Board of Management shall determine. In default of an AGM being so held, an AGM shall be held in the month next following and may be convened by not less than thirty percent (30%) of the Members entitled to attend and vote at AGMs in accordance with these Articles of Association and the Rules in the same manner as early as possible as that in which meetings are to be convened by the Board of Management.

7.

- 7.1. The AGM of the Association as provided by these Articles of the Association shall be held not later than 31 July in each year and shall transact any business of which notice may appear on the agenda for such AGM.
- 7.2. The result of a poll shall be deemed to be a resolution of the Association. The result of a poll supervised by scrutineers appointed by the meeting shall be duly divulged to the meeting.
- 7.3. Entitlement to attend AGMs and EGMs shall be as set out in the Rules.

8.

- 8.1 Without prejudice to the powers of the Board of Management to include on the agenda of any AGM of the Association such other matters as they may, in their absolute discretion, think fit, the business of the AGM of the Association shall include only the following matters :
 - 8.1.1 receive and consider the minutes of the preceding AGM;
 - 8.1.2 the consideration of the Association's statutory financial statements, the report of the Board of Management and the report of the statutory auditors on those statements and that report;
 - 8.1.3. the appointment or re-appointment of statutory auditors save where they are deemed re-appointed in accordance with Section 383(2) of the 2014 Act;
 - 8.1.4. the review by the Members of the Association's affairs; and
 - 8.1.5. to transact all such other business as provided for by the agenda (if any).
- 8.2. No business shall be transacted at any AGM or EGM unless a quorum is present at the time when the meeting proceeds to business. Thirty representatives duly nominated personally and entitled to vote shall be a quorum.
- 8.3. The President or, in his absence, the Vice-President shall preside as Chairman at every AGM or EGM of the Association. In the event that neither the President nor the Vice-President is available, the Directors shall choose one of their number to preside as Chairman. Sections 187(2) and 187(3) of the 2014 Act shall be interpreted accordingly.

- 8.4. The Chairman may adjourn any AGM or EGM 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 ten days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.
9. Votes may only be given by representatives personally and voting by proxy shall not be permitted. Each representative duly nominated and present in person shall have one vote. Section 187(7) of the 2014 Act shall be modified accordingly.
10. If any votes are given or counted at an AGM or EGM which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the meeting, unless the objection to such votes be taken at the same meeting and, in any other case, where the President shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.
11. The President shall, at an AGM or EGM have a casting vote only, and not an original vote.

SUSPENSIONS AND DISQUALIFICATIONS

12. An office bearer or member of Council or a member of the Board of Management shall be disqualified:
 - 12.1. if he becomes prohibited or disqualified from being a director by reason of any law or order made under the Acts; or
 - 12.2. if he absents himself from three consecutive meetings of the Board of Management or Council or any Committee (as applicable) of same without special leave of absence from, or reason satisfactory to the Board of Management, Council or Committee (as applicable); or
 - 12.3. if he is guilty of conduct likely to bring discredit on the Association, the Board of Management or the game; or
 - 12.4. if he dies in office or is no longer regarded as possessing an adequate decision-making capacity for reasons of health; or
 - 12.5. if the director resigns in writing; or
 - 12.6. if his health is such that he no longer has adequate decision making capacity; or
 - 12.7. if he is subject to a declaration of restriction and the directors resolve to remove him; or
 - 12.8. the director is sentenced to a term of imprisonment; or

- 12.9 if the director is absent for more than 6 months from Board Meetings without permission; and
- 12.10. if he directly or indirectly receives payment for services beyond payments under Article 5 or a pre-contracted employment agreement. A member of the Board of Management shall not vote in respect of any contract, appointment or arrangement in which he is interested and he shall not be counted in the quorum present at the meeting
13. The Association may, as it thinks just, suspend, fine or otherwise deal with any club, player or member of a club, for an infringement of any of these Articles or of the rules of the cup competitions or for failing to obey any order or decision of the Board of Management or any Committee thereof made in pursuance of these Articles or for any conduct that may be deemed detrimental or hostile to the Association or that may tend to interfere with the national status and also for any conduct that may be deemed objectionable in, or in connection with, any match or fixture or of any decision of the Board of Management or any Committee thereof.
- 14.
- 14.1. A suspended club, league or council shall not during the period of suspension have any representatives at any AGM or EGM of the Association, or at any meetings of any Divisional Association or other body under the jurisdiction of the Association.
- 14.2. A suspended player or a suspended member of a club or board of management shall not during the period of his suspension be a representative at any AGM or EGM of the Association or at any meeting of any Divisional Association or other body under the jurisdiction of the Association or any board of management or committee of such association.

CHIEF EXECUTIVE

15. The Chief Executive, who shall be engaged by the Association shall be a paid official. The remuneration of the Chief Executive shall be decided by the Board of Management. The Chief Executive shall not be connected officially or otherwise with any Member or club. The Chief Executive or his nominee shall attend and keep a record of all meetings and shall perform all duties which the Board of Management from time to time may require. It is acknowledged that there is no conflict of interest or a breach of director's duties by holding the position of Chief Executive. Similar criteria shall apply to all other executive and/or professional paid staff.

REGISTER

16. The Association shall keep at its registered office a register containing the names and addresses and occupations of its officers and Members.

ACCOUNTS AND AUDIT

17. The financial year end of the Association shall be 31 December in each year.
18. The Association at each AGM shall appoint auditors to hold office until the next AGM and the following provisions shall have effect:
 - 18.1. an officer or member of the Board of Management shall not be capable of being appointed statutory auditor of the Association.
 - 18.2. every statutory auditor of the Association shall have a right of access at all times to the books and accounts and vouchers of the Association and shall be entitled to receive from the Council and secretary and Honorary Treasurer all such information and explanations as may be necessary for the performance of the duties of the auditor.

COMMON SEAL

19. The Association shall have a common seal which shall be under the charge of the Board of Management or Chief Executive and all documents bearing the seal shall be counter-signed by at least two Honorary Officers and the Chief Executive. Section 43(2) of the 2014 Act shall be modified accordingly.

NOTICES

20. Notices of the Association requiring authentication may be authenticated by the signature of the Chief Executive or any other person appointed by the Board of Management to do so and need not be under the common seal of the Association.
21. A notice may be served by the Association upon any Member or any member of the Board of Management or Committee, either personally or by sending it through the post in a prepaid letter addressed to such Member or member at his registered place of abode.
22. Any notices sent by post shall be deemed to have been served on the day following that on which the letter containing same was posted and in proving such service it shall be sufficient to produce a certificate that the letter containing the Notice was properly addressed and put in to the post office.
23. The non-receipt of a notice of any AGM or EGM, or meeting of the Board of Management, or Junior Council or Committee by any member of such bodies shall not invalidate the proceedings at such meetings.

INDEMNITY

24. The Board of Management shall, subject to the Acts, be empowered to provide indemnities, where it sees fit, to any Officer, Member of Council, Commission or Committee, Secretary or other Official or Servant of The Association in pursuit of the discharge of the objectives and functions of the Association by them, such indemnity to be recorded in a Register of Indemnities of the Association.

WE, the several persons whose names and addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions Of Subscribers	Number of Shares taken by each Subscriber.
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Oscar Traynor T.D.,
14 Dollymount Avenue,
Dublin.
Minister of State.

Peadar Halpin,
14, Vincent Avenue,
Dundalk,
Co Louth.
Foreman Cooper.

Liam Rapple,
12, Croyden Gardens,
Fairview,
Dublin.
Civil Servant.

Richard Doran,
2, Claremont Park Estate,
Sandymount,
Dublin.
Commercial Traveller.

Tomas Scolaige,
3, Leeson Park,
Dublin.
Retired Army Officer.

S.R. Prole,
12, Kincora Terrace,
Dundalk,
Co. Louth.
Railway Official.

Leo A. Cleary
66, Leinster Road,
Rathmines,
Dublin.
Civil Servant.

Dated this 24th day of May, 1958.

Witness to above Signatures:

Jos. I. Wickham,
80 Merrion Square, Dublin – Secretary, The Football Association of Ireland.