



**COMPANIES ACT 2014**

**COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION**

**OF**

5091947

**THE OPTIMIST DINGHY SAILING ASSOCIATION OF IRELAND**

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

1. The Name of the Company is: The Optimist Dinghy Sailing Association Of Ireland Company Limited By Guarantee.
2. The company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The main object of the Association shall be as follows: To promote amateur sailing, yachting and boating.
4. The following are the powers of the Association:
  - a) To run directly or in association with other parties, championships, selection trials and other racing events, and to participate in National and International events and operate and manage rescue boats.
  - b) To run instruction and training courses relating to yachting, sailing, yacht racing, cruising, life-saving, water-safety, navigation, meteorology, seamanship and other related subjects of interest to its members.
  - c) Subject to the provision of clause 5, to employ instructors, rescue boat operators, secretaries, managers and such administrative and technical staff as may be necessary to achieve the main object.

- d) To exchange any land, buildings or real or personal property held by the Association for other land, buildings or real or personal property or to sell, lease, let, dispose of or otherwise deal with any lands, buildings, or real ore personal property of the Association.
- e) To acquire by gift, purchase, fee farm grant, lease or otherwise, and to hold (unconditionally or subject to any conditions or restrictions) any real or personal property and any rights over or in such.
- f) To construct, alter, restore, repair, maintain, take down or remove buildings, erections, walls, fences, railings, gates or other structures on lands and property held by or under the care of management (whether jointly with any other person or not) of the Association and generally to maintain, uphold, manage, improve and develop the property of the Association.
- g) To acquire in any manner (including acquisition by purchase out of any funds of the Association) and hold rights, easements or interests therein or thereover, and any chattels or other moveable property, which, in the opinion of the Committee it may be desirable to hold as investments with a view to provision out of the rents and profits thereof funds applicable for the maintenance or preservation of any other part of the Association property or for any particular purpose of the Association or for its general purposes.
- h) To acquire in any manner (including acquisition by purchase out of any funds of the Association) and hold any investments (being at the time of acquisition of a nature authorised by law for the investment of trust funds, or of a nature authorised by the trust of the funds out of which the same shall be acquired, or by the Donor of the same) and to apply the income thereof (subject to any trusts imposed by the Donor, or otherwise, affecting the same) for the preservation and maintenance of the property of the Association or any part or parts thereof, or for any particular purpose of the Association or for its general purposes.

- i) To accept, seek and collect grants, subscriptions and donations by any means whatsoever (whether of real or personal estate) and devises and bequests for all or any of the purposes aforesaid and to sell or dispose of or (so far as permitted by law) to lease and accept surrenders or leases of and manage all real estate (including leaseholds) so received and not required to be capable of being occupied for the purpose of the Association and generally to manage, invest and expand all monies and property belonging to the Association.
  - j) To act in concert or make any arrangements with any Department of State, Corporation, County Council, Conservancy, Fishery or other Board or Local Authority or Body Public or Private, now or hereafter constituted, or with any residents in the neighbourhood of property of the Association with reference to any of the aforesaid.
  - k) To undertake the office of trustee, manager, secretary, register, or any other office or situation of trust in furtherance of the Association's main object.
  - l) To guarantee support or secure, whether by personal covenant or by mortgaging or charging all or part of the undertaking, property and assets (present or future) of the Association, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest on any securities.
  - m) To do all such things are incidental and conducive to the preservation and maintenance of the property of the Association or to the attainment of the sole rules herein before described.
5. The income and property of the company shall be applied solely towards the promotion of its main object(s) as set forth in this Constitution. No portion of the company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the company. However, nothing shall prevent any payment in good faith by the company of:

- a) reasonable and proper remuneration to any member or servant of the company (not being a Director) for any services rendered to the company;
- b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the company to the company;
- c) reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company;
- d) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the company;
- e) fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company;

6. The liability of the member is limited.

7. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while it is a member, or within one year after it ceases to be a member, for payment of the debts and liabilities of the Association contracted before it ceases to be a member, and 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.

8. If upon the winding up or dissolution of the company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the company. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the company. 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 company under or by virtue of the Income and Property Clause hereof. Members of the company 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.

9. True accounts shall be kept of the sums of money received and expended by the Association, and of the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Association and of the property credits and liabilities of the Association; and, subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor and Auditors.
10. Annual accounts shall be kept and made available to the Revenue Commissioners on request.
11. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners

## **ARTICLES OF ASSOCIATION**

### **PRELIMINARY AND DEFINITIONS**

1. The optional provisions of the Act (as defined by Section 1177 the Act) shall apply to the Company save and so far as they are dissaplied, modified or supplemented by this Constitution and such optional provisions together with the provisions of this Constitution shall constitute the Regulations of the Company.

A "Member" is defined as a Sailor of an Optimist, being within the age limits as defined from time to time by The Optimist Dinghy Sailing Association of Ireland Company Limited By Guarantee; and who by The Optimist Dinghy Sailing Association of Ireland Company Limited By Guarantee; and who by reason of his or her age, shall be represented at all times (save as a Sailor) by his or her parent or guardian.

"In Writing"  
And "Written" includes typewriting, printing, lithography and all other modes of representing or reproducing words in visible form;

"month" means calendar month.

"the Companies Act" means the Companies Act 2014, or any modification, re-enactment, extension thereof or statutory instruments, regulations or orders made thereunder.

"the Articles" means these Articles of Association and the Regulations of the Association from time to time in force.

"the Association" means The Optimist Dinghy Sailing Association of Ireland Company Limited by guarantee.

"The General Committee" means the members of the General Committee for the time being as defined in Rule 25 hereof or members of the General Committee present at a meeting of the General Committee Members by whatever name called;

"the Office" means the registered office of the Association.

"the Seal" means the Common Seal of the Association.

## **MEMBERS**

2. The number of members shall not be less than three.
3. The subscribers to the Constitution and Rules of Association and such other persons as the general Committee shall admit to membership shall be members of the Association.

## **RESIGNATION, RETIREMENT AND EXCLUSION FROM OFFICE**

4. Any member may retire, resign or withdraw from the Association by giving notice in writing to the Secretary and be paying with such notice any subscription, levy or other payment due for the current year which is unpaid at the date of such notice and any such member shall be deemed to have ceased to be a member from the date of giving of such notice. In no case shall any member be entitled to the repayment of any subscription actually paid, whether paid for the current year or for any year or years in advance.
5.
  - a) Any member may be expelled from membership of the Association by a resolution of the General Committee, passed by a majority of not less than three fourths of those present when voting at a meeting at which not less than 21 days notice specifying the intention to propose such resolution and the grounds thereof shall have been sent to the member concerned as well as to all the members of the General Committee and at which the member concerned shall have been given the opportunity to be heard.
  - b) An appeal against the resolution of the General Committee under this rule may be made by the member concerned within 21 days of the notice in writing advising him of the resolution. Such appeal shall be by notice in writing advising him of the resolution. Such appeal shall be by notice in writing addresses to the Secretary at his address, and shall state the grounds of the appeal. The Secretary shall convene an Extraordinary General Meeting of the Association for the purpose of considering the appeal. A simply majority of those present and voting at the Extraordinary General Meeting shall decide whether the resolution of the General Committee shall be confirmed or quashed.

6. Any member expelled under the provisions of the foregoing rules shall forthwith forfeit all the privileges of membership and shall continue to be liable for any subscriptions due to have been paid prior to the date of expulsion or for any other obligation incurred before that date; but provided that the General Committee may cause to be returned to such member such proportion of any subscription paid in advance as may be due having regard to the unexpired period for which it was paid.
7. The rights of the member shall not be transferable and shall cease;
  - a) On the death of the member
  - b) On notice being given by the Member pursuant to Rule 8 hereof.
  - c) If the member shall fail to pay any subscription due from him on or before the 1<sup>st</sup> day of February in any year, whether the same shall have been demanded or not, but such member may be readmitted by the General Committee on such terms as it may think fit; provided however that the General Committee may make such regulations as it thinks fit with regard to the suspension of subscriptions in the case of members who are temporarily absent from the Association.
  - d) On a member being expelled by resolution of the General Committee under Rule 9 hereof.
8. Subject to as herein before provided, any person who ceases to be a member or his estate shall be liable to pay the Association all monies which, at the time of such cessation, may be due from such member to the Association.
9. The representatives of the deceased member shall have no claim upon or interest in the Association in respect of the Membership of such member.

### **SUBSCRIPTIONS**

10. The amount of annual subscriptions shall be decided by the General Committee.
11. Annual subscription shall become due and payable on the 1<sup>st</sup> day of January in each year.



## GENERAL MEETINGS

12. A General Meeting of the Association shall be held in every calendar year not later than the 15<sup>th</sup> day of December at such place as the General Committee shall determine. Such meetings shall be called Annual General Meetings and all other meetings shall be called Extraordinary General Meetings.
13. The business of an Annual General Meeting shall be:
  - a) To receive and consider the report of the General Committee for the past year;
  - b) To receive and consider the income and expenditure account and balance sheets for the past year, which shall have been circulated to the members not less than 21 days before the Annual General Meeting;  
to appoint Auditors for the ensuing year;  
to elect the Officers of the Association as defined in Rule 21 hereof  
and to elect other members of the General Committee;  
to discuss general business.
14.
  - 1) The General Committee may, at such time and place and for such purposes as it thinks fit, and the General Committee shall within 21 days after the deposit of a requisition given in accordance with this rule, call an Extraordinary Meeting of the Association.
  - 2) The requisition shall state the objects of the meeting, which may be for any purpose except business reserved of the Annual General Meeting and shall be deposited at the address at the address of the Secretary.
  - 3) The requisition shall be signed by;
    1. 10 members of the Association who are entitled to vote at meetings; or
    2. Such members of the Association who are, at the date of the deposit entitled to exercise not less than one tenth of the total voting rights exercisable at General Meetings of the Association.
  - 4) If the General Committee does not proceed to cause a meeting to be called within 21 days from the deposit of the requisition, the requisitions or a majority of them may themselves convene the meeting, and any meeting so convened shall not be held after three months from the date of such a deposit.
  - 5) Any meeting convened by requisitions under these Rules shall be convened in the same manner, or as nearly as possible as that in which meetings are to be convened by the General Committee.

15. Subject to the provisions of the Rules relating to the convening of meetings to pass special resolutions, 21 days notice at the least of every Annual General Meeting or of any Extraordinary General Meeting, specifying the place, day and hour of the meeting and in the case of special business the general nature of the business to be transacted thereat, shall be given by the Secretary to all voting members and the auditors but the accidental omission to give any such notice to or the non receipt of such notice by any member shall not invalidate any resolution or proceedings at any such meetings.

### **PROCEEDINGS AT GENERAL MEETINGS**

16. No business shall be transacted at any General Meeting unless a quorum be present when the meeting proceeds to business. Save as it otherwise provided by these 10 members present and eligible to vote shall be a quorum for all purposes. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened on the requisition of members of the Association shall be dissolved. In any other case it shall be adjourned to the same day in the next week at the same time and place or such other day and such other time and place as the Chairman may determine. If at such adjourned meeting a quorum as above defined be not present within 15 minutes from the appointed for holding the meeting, the members present shall be a quorum.
17. The President or failing him the Vice President shall preside as Chairman at every General Meeting of the Association.
18. If at every meeting, either the President or the Vice President shall not be present within 15 minutes after the time appointed for the holding of the meeting, or if none of them be willing to act as Chairman, the members present and eligible to vote shall choose one of their number to be Chairman.
19. The Chairman may, with the consent of any meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. If at such adjourned meetings a quorum be not present, these members entitled to vote and being present shall be deemed to be quorum and may do all the business which a full quorum might have done.
20.
  - 1) At any General Meeting every question shall be decided in the first instance by a majority of votes or a show of hands unless a poll be demanded.
  - 2) Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands been carried or carried

unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution;

- 3) The demand for a poll may be withdrawn;
- 4) Except as provided in paragraph (6) hereof if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to the resolution of the meeting at which the poll was demanded.
- 5) Where there is an equality of votes, whether on a show of hands or a poll, the Chairman of the meeting at which the show of hands took place or at which the poll is demanded shall be entitled to a second casting votes.
- 6) A poll demanded on the election of a Chairman, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

#### **VOTES OF MEMBERS**

21. Every member shall have one vote.
22. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by this committee, receiver, guardian or other person appointed by the Court.
23. No member shall be entitled to vote at any General Meeting unless all monies immediately payable by him to the Association have been paid.
24. No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such a meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

## **THE GENERAL COMMITTEE**

- 25.
- a). The General Committee shall consist of:  
The President;  
The Vice President;  
The Secretary;  
The Treasurer;  
Not more than 9 other members of the Association.

## **DIRECTORS**

26. The number of directors shall not be less than three.
27. The office of director shall be vacated automatically:
- a) if he is adjudged bankrupt, or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or
  - b) if he or she becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act ; or
  - c) if he or she resigns his or her office by notice in writing to the company; or
  - d) if the health of the director is such that he or she can no longer be reasonably regarded as possessing an adequate decision making capacity; or
  - e) Declaration of restriction is made in relation to the director in accordance with Section 819 of the Act, and the directors, at any time during the currency of the declaration, resolve that his or her office be vacated; or
  - f) If he or he is for more than 6 months absent, without the permission of the directors, from meetings of the directors as during that period.
28. The directors will not retire by rotation or be required to be re-elected in general meeting following their appointment by the directors or the members and section 144 of the Act shall be modified accordingly.
29. The directors of the Company may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

30. Questions arising at any such meeting shall be decided by a majority of votes and where there is an equality of votes, the chairperson shall have a second or casting vote.
31. It shall be the duty of a director of the Company who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company, to declare the nature of his or her interest at a meeting of the directors of the Company in accordance with Section 231 of the Act.
32. Subject to the other provisions of the Act, a director may vote in respect of any contract, appointment or arrangement in which he or she is interested and he or she shall be counted in the quorum present at the meeting.

#### **SECRETARY**

33. The company shall have a secretary, who may be one of the directors.
34. The secretary shall be appointed by the directors of the Company for such term and subject to the provisions of Clause 5 of the Memorandum of Association, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them
35. The directors of a Company shall have a duty to ensure that the person appointed as secretary has the skills and resources necessary to discharge his or her statutory and other duties.

#### **KEEPING OF ACCOUNTS**

36.
  - 1) The General Committee shall cause proper books of account to be kept relating to:
    - a) All sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place;
    - b) All sales and purchases of goods by the Association;
    - c) The assets and Liabilities of the Association;Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Association;s affairs and to explain its transactions.
  - 2) The Annual Audited Accounts shall be kept and made available to the Revenue Commissioners on request.

## **LEGAL PROCEEDINGS**

37. No legal proceedings shall be taken or opposed by or on behalf of the Association unless such action has previously been approved by the General Committee provided that if opposition to legal proceedings is necessary in circumstances where there is insufficient time to obtain such approval this requirement is waived, provided further that any action taken in such circumstances shall be reported to the General Committee as soon as possible thereafter.

## **THE SEAL**

38. The General Committee shall provide for the safe custody of the Seal of the Association which shall not be affixed to any instrument except by authority of the resolution of the General Committee and every instrument to which the Seal shall be so affixed shall be signed by a member of the General Committee and countersigned by the Secretary or by a second member of the General Committee, and in favour of any purchaser or any person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

## **INDEMNITY**

39. Every member of the General Committee or other Officer of the Association shall be entitled to be indemnified out of assets of the Association against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no member of the General Committee or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Association in the execution of the duties of his office or in relation thereto.

We, the several persons whose names and addresses are guarantors wish to be formed into a Company in pursuance of this Constitution

Names, Addresses & Descriptions Of Guarantors
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As appropriate:

Signatures in writing of the above guarantors, attested by witness as provided  
for below: or authentication in the manner referred to in Section 888.

Dated the 24<sup>th</sup> day of January 2006

Witness to the above Signatures: