

COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE SPELEOLOGICAL UNION OF IRELAND LIMITED

As adopted at the AGM October 2019

1. The name of the Company is SPELEOLOGICAL UNION OF IRELAND LIMITED.
2. The objects for which the company is established are
 - (A)(i) To promote the interests of members, caving, and the conservation of caves.
 - (ii) To provide and maintain such services for the benefit of members as may be approved by the Committee from time to time.
 - (iii) The promotion of other such services that may be of benefit to members.
 - (iv) To cooperate with, and affiliate to, any other organisations if in the opinion of the Committee this would be beneficial to members, in accordance with these Memorandum & Articles.
 - (v) To promote and engage in the sport of caving and to publish research in Speleology;
 - (vi) To encourage cooperation amongst all cavers in Ireland;
 - (vii) To represent Irish caving interests at national and international level;
 - (viii) To gather and disseminate information on Irish caves;
 - (ix) To encourage safe caving and to promote training in caving techniques and practice;
 - (x) To facilitate the introduction of beginners to caving and promote high standards of safety and leadership for such activities;
 - (xi) To act as proprietors, lessors, developers and managers of sports clubs and houses, games rooms, gymnasiums, saunas and leisure centers, guest houses and hostels, camping and caravan sites and parks, and as providers of all manner of sports, health and recreation amenities;
 - (xii) To sell, hire out or otherwise provide caving equipment, training aids and apparatus, sports clothing, equipment, supplies and accessories.
 - (xiii) To promote, sponsor and organise conferences, lectures, demonstrations, displays, competitions and tournaments and to award prizes and trophies;
 - (xiv) To print, publish and distribute newspapers, books, magazines, manuals, notes and articles and all manner of publications and stationery or other documents or film or recorded tapes.

(B) To carry on any other activity, trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.

(C) To apply for all licenses which may be required to further any of its objects.

(D) To purchase, manage, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licenses, secret processes, agreements, machinery, plant, stock in trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient solely in pursuance of clauses 2A (v-xiv).

(E) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the company's objectives, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(F) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's objects, and for the purposes of or in raising of money by the Company to become a member of any building society.

(G) To mortgage and charge the undertaking of all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(H) To receive and acquire money by donation, gift, subscription or otherwise and to apply or expend such funds to or upon all or any of the objects of the company, directly or indirectly.

(I) To receive money on loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(J) To make advances to members and others with or without security, and upon such terms as the Company may approve.

(K) To grant pensions, allowances, gratuities and bonuses to officers, ex officers, employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

(L) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(M) To invest and deal with the moneys of the Company not immediately required for the purposes of its objects in or upon such investments or securities and in such manner as may from time to time be determined.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by installments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in

respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share profits or otherwise, grant licenses, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit only in as much as it relates to and solely in pursuance of clauses 2A (v-xiv).

(P) To amalgamate with any other company whose objects are to include objects similar to those of this Company, and to affiliate to any organisation whose objects are similar to those of the Company or if, from time to time, the Committee deems that such affiliation would be of benefit to the Company.

(R) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub contractors or otherwise.

(S) To do all such things as are incidental or conducive to all the above objects or any of them

(Q) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company.

3. The liability of the members is limited.

4. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she is a member or within one year after he or she ceases being a member, for payment of the debt and liabilities of the Company contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding 1.00 Euro.

5. The income and property of the company whence so ever derived, shall be applied solely towards the promotion of the objects of the company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the company.

6. If upon the winding up or dissolution of the company 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 company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the company 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 company under or by virtue of Clause six hereof, such institution or institutions to be determined by the members of the company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

**COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
THE SPELEOLOGICAL UNION OF IRELAND LIMITED
(As adopted at the EGM June 2019)**

PRELIMINARY

The provisions of the Acts (as defined below) shall apply to the Company save to the extent that this constitution provides or states otherwise.

1. In these Articles:

“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;

"the committee" means the committee for the time being of the Company or the committee present at a committee meeting and includes any person occupying the position of a committee member by whatever name called;

"the Company" means **SPELEOLOGICAL UNION OF IRELAND LIMITED**.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"the Seal" means the Common Seal of the Company;

"the office" means the registered office for the time being of the Company.

"the state" means the Republic of Ireland or its successors

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Acts, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. The number of members with which the Company proposes to be registered is unlimited.
3. The subscribers to the Memorandum of Association and such other persons as the Committee shall admit to membership shall be members of the Company.
4. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

5. All applications for membership shall be subject to the approval of the committee.
6. It is a condition of membership that each member shall abide by the articles and memorandum of association, and any directives which are, from time to time, issued by the committee.
7. Membership of the Company is open to all caving groups, clubs or associations (hereinafter called affiliates) in Ireland and Northern Ireland that are willing to subscribe to the objects of the Company and to pay the current subscription. Each affiliate shall submit a list of their members (names and addresses) on payment of their subscription. This list may be amended with additional subscriptions to be paid for additional members.
8. Membership of the Company is open to individuals (hereinafter called associates) that are willing to subscribe to the objects of the Company and to pay the current subscription. Members of affiliates shall have the same standing in all respects as associate members and shall be regarded as equal in all respects.

ANNUAL SUBSCRIPTION

9. The committee shall be entitled from time to time to determine any Annual Subscription to be payable by any member of the Company. Such subscription shall be payable at the A.G.M. for the following year. A person becoming a member of the Company after the A.G.M. in any year may be required by the committee to pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to the A.G.M. in any year that member shall not be entitled to any rebate of his or her Annual Subscription paid for that year. The membership year shall be the calendar year irrespective of the timing of any annual general meeting.

RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

10. (a) A member of any class may by notice in writing to the Secretary of the Company resign his or her membership of the Company.
(b) Membership of the Company shall automatically cease on any member's death.
(c) If any member shall refuse or wilfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the committee either shall have rendered them unfit to remain a member of the Company or shall be injurious to the Company or if the committee shall for any other good reason require that a member shall be expelled such member may by a Resolution of the committee be expelled from membership provided that the member shall have been given notice of the intended resolution for their expulsion and shall have been afforded an opportunity of giving orally or in writing to the committee any explanation or defence as they may think fit.

Notice under this Article shall be deemed to have been served if it sent by post in accordance with the provisions set out in Article 67 of these Articles whether or not it is actually received by the member intended to be served with such notice.

COMMITTEE

11. (a) Management of the Company shall be vested in a committee composed of: a Chairperson, Secretary, Treasurer, Membership and insurance secretary, Training officer, Conservation and Access officer, and Safeguarding officer elected annually at the Annual General Meeting. Only members of the company shall be eligible for election.

- (b) The duty of the committee shall be to promote the aims of the Company.
 - (c) Of the seven members of committee elected at the Annual General Meeting, no more than four may be from any one province. This shall apply in all circumstances except when insufficient nominations will allow.
 - (d) The committee may at its discretion co-opt up to a maximum of five individuals into its ranks. These members shall have equal standing and voting rights to elected members and be in all respects equal. The purpose of the co-option shall be clearly outlined in the minutes at the first committee meeting. The term of office of co-opted individuals shall cease at the annual general meeting following their co-option.
 - (e) A committee member may be represented by proxy if written notification is received by the Chairperson or Secretary at least two days in advance of the relevant meeting, stating the name of the person to be so represented, the name of the person to represent him or her and signed by the former.
 - (f) A quorum will be one third of the members of committee plus one, present either in person or by proxy.
 - (g) Meetings of Committee shall be held at least bi-annually. Notice of meetings of committee shall be sent to each committee member at least ten days in advance.
 - (h) All motions, proposals and amendments shall be carried by simple majority vote, the Chairperson having a casting vote.
 - (i) Specific positions on the committee can only be held for four consecutive years at which time the committee member shall resign. Individuals may continue to be co-opted to Committee beyond four years as provided by article 11(d) at the discretion of committee.
 - (k) Committee may from time to time appoint members to specific duties and responsibilities without their becoming members of Committee, e.g. librarian, newsletter editor. Such members shall be known as "assignees" and they may be required to provide reports to Committee as directed. Such members may be required to attend committee meetings as observers but shall have no voting rights.
12. The business of the Company shall be managed by the committee, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in general meeting subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the committee which would have been valid if that direction had not been given.
13. The committee may from time to time and at any time by power of attorney appoint any company, firm or person, or body of persons, whether nominated directly or indirectly by the committee to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the committee under these Articles) and for such period and subject to such conditions as they

may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the committee may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him or her.

POWERS AND DUTIES OF COMMITTEE

14. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the committee shall from time to time by resolution determine.
15. The committee shall cause minutes to be made:
 - (a) of all appointments of officers made by the committee;
 - (b) of the names of the committee members present at each meeting of the committee and of any sub-committee;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the committee and of sub-committees.

DISQUALIFICATION OF COMMITTEE MEMBERS.

16. The office of a Committee member shall be vacated if the committee member:
 - (a) holds any office or place of profit under the Company; or
 - (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his or her creditors generally; or
 - (c) becomes prohibited from being a committee member by reason of any order made under Section 842 of the Acts; or
 - (d) becomes of unsound mind; or
 - (e) resigns his or her office by notice in writing to the Company; or
 - (f) is convicted of an indictable offence unless the committee otherwise determine; or
 - (g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in manner required by Section 231 of the Act.
 - (h) has been ordered to vacate his or her post as a result of misconduct, following such internal disciplinary procedures as may be agreed by the Committee.

VOTING ON CONTRACTS

17. A committee member may not vote in respect of any contract in which he or she is interested or any matter arising there from.

18. The committee members shall have power at any time, and from time to time, to appoint any person to be a committee member, either to fill a casual vacancy or as an addition to the existing committee. Any committee member so appointed shall hold office only until the next Annual General Meeting. In any case the total number of committee members shall not exceed 12.
19. The Company may by ordinary resolution, of which extended notice has been given in accordance with section 146 of the Act, remove any committee member before the expiration of his or her period of office, notwithstanding anything in these Articles or in any agreement between the Company and such committee member. Such removal shall be without prejudice to any claim such committee member may have for damages for breach of any contract of service between him or her and the Company.
20. The Company may by ordinary resolution appoint another person in place of a committee member removed from office under Article 19. Without prejudice to the powers of the committee under Article 18 the Company in general meeting may appoint any person to be a committee member, either to fill a casual vacancy or as an additional committee member. A person appointed in place of a committee member so removed or to fill such a vacancy shall be subject to retirement at the same time as if he or she had become a committee member on the day on which the committee member in whose place he or she is appointed was last elected a committee member.

PROCEEDINGS OF COMMITTEE

21. The committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. A committee member may, and the Secretary on the requisition of a committee member shall, at any time summon a meeting of the committee. If the committee so resolve it shall not be necessary to give notice of a meeting of committee to any committee member who being resident in the State is for the time being absent from the State.
22. The continuing committee may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of committee, the continuing committee or committee member may act for the purpose of increasing the number of committee to that number or of summoning a general meeting of the Company, but for no other purpose.
23. The committee may elect a Chairperson of their meetings and determine the period for which s/he is to hold office, but, if no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the committee present may choose one of their number to be Chairperson of the meeting.
24. The committee may delegate any of their powers to sub-committees consisting of such member or members of the committee as they think fit, any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the committee.
25. Committee may meet and adjourn as it thinks proper.
26. All acts done by any meeting of the committee or a sub-committee or by any person acting as a committee member shall, notwithstanding that it is afterwards discovered that there

was some defect in the appointment of any such committee member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a committee member.

27. A resolution in writing, signed by all the committee members for the time being entitled to receive notice of a meeting of the committee, shall be as valid as if it had been passed at a meeting of the committee duly convened and held.
28. A written resolution of the committee members may consist of several documents in the like form each signed by one or more of the committee and shall be deemed to be signed by any committee member if approved by him or her by letter, telegram, telex, facsimile, or electronic mail.
29. (a). For the purpose of these Articles, the contemporaneous, linking together by telephone or other means of audio communication of a number of committee not less than the quorum shall be deemed to constitute a meeting of the committee, and all the provisions in these Articles as to meetings of the committee shall apply to such meetings.

(b) Each of the committee members taking part in the meeting must be able to hear each of the other committee members taking part.

(c) At the commencement of the meeting each committee member must acknowledge his or her presence and that he or she accepts that the conversation shall be deemed to be a meeting of the committee.

(d) A committee member may not cease to take part in the meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the Chairperson of the meeting, and a committee member shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the Chairperson of the meeting to leave the meeting as aforesaid.

(e) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting.

SECRETARY

30. The Secretary shall be appointed by the committee for such term and at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.
31. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a committee member and the secretary shall not be satisfied by its being done by or to the same person acting both as committee member and as, or in place of the Secretary.

THE SEAL

32. The seal shall be used only by the authority of the committee or of a sub-committee authorised by the committee in that behalf, and every instrument to which the seal shall be affixed shall be signed by a committee member and shall be countersigned by the Secretary or by a second committee member or by some other person appointed by the committee for the purpose.

BORROWING POWERS

33. The committee may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ACCOUNTS

34. The committee shall cause proper books of account to be kept relating to:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchase of goods by the Company; and
 - (c) the assets and liabilities of the Company.

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 Company's affairs and to explain its transactions.

35. The books of account shall be kept at the office or, subject to Section 282 of the Act, at such other place as the committee think fit, and shall at all reasonable times be open to the inspection of the committee.
36. The committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any part thereof shall be open to the inspection of members not being on the committee, and no member (not being a committee member) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the committee or by the Company in general meeting.
37. The committee shall from time to time in accordance with the Acts cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by the Acts to be prepared and laid before the annual general meeting of the Company.
38. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the company together with a copy of the committee report and auditors report shall be sent, not less than 21 days before the date of an annual general meeting, to every person entitled under the provisions of the act to receive them.

AUDIT

39. Auditors shall be appointed and their duties regulated in accordance with the Acts.

GENERAL MEETINGS

40. General meetings of the Company may be held outside the State.
41. (i) subject to paragraph (ii), the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the

meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

(ii) So long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 4, the annual general meeting shall be held at such time and at such place as the committee shall appoint.

42. All general meetings other than annual general meetings shall be called extraordinary general meetings. Only members whose subscription is current shall be entitled to attend at annual general meetings and extraordinary general meetings of the company except at the invitation of the committee.

EXTRAORDINARY GENERAL MEETING

43. An Extraordinary General Meeting shall be held at the written request of 25% of the members of the Company (i.e. all associates plus all members of all affiliates) or 75% of the members of the committee. An Extraordinary General Meeting shall hold the same powers as an Annual General Meeting and shall be governed by the same procedural rules.

NOTICE OF GENERAL MEETING

44. Subject to Section 181 of the Act an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and in the case of special business the general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the Company entitled to receive notices from the Company.

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

PROCEEDINGS AT GENERAL MEETING

46. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of accounts, balance sheets and the reports of the committee and Auditors, the election of committee members in the place of those retiring, the re appointment of the retiring Auditors, and the fixing of the remuneration of the Auditors.

47. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, a quorum shall consist of 20 members or one fifth of the total membership, whichever is the lesser.

48. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the committee 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.

49. The Chairperson, if any, of the committee shall preside as Chairperson at every general meeting of the Company, or if there is no such Chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the committee present shall elect one of their number to be Chairperson of the meeting.
50. If at any meeting no committee member is willing to act as Chairperson or if no committee Member is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairperson of the meeting.
51. The Chairperson may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
52. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded (before or on the declaration of the result of the show of hands):
 - (a) by the Chairperson, or
 - (b) by at least two members present in person or by proxy, or
 - (c) by any member or members present in person and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.Unless a poll is so demanded, a declaration by the Chairperson 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 Company 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. The demand for a poll may be withdrawn.
53. If a poll is duly demanded it shall be taken in such manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
54. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
55. A poll demanded on the election of a Chairperson, 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 Chairperson 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.
56. Subject to Section 194 of the Act, a resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for

all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

57. Every associate and every member of every affiliate named in the list submitted under Article 7 shall have one vote.
58. 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 his or her council, receiver, guardian, or other person appointed by that Court, and any such council, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.
59. No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him or her to the Company have been paid.
60. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.
61. Votes may be given either personally or by proxy.
62. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his or her attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
63. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:

SPELEOLOGICAL UNION OF IRELAND LIMITED		
I / We,	of	in the County of
being a member/members of the above named Company, appoint		
of	or failing them	of
as my/our proxy to vote for me/us on my/our behalf at the (annual / extraordinary)		
general meeting of the Company to be held on the day of		
and at any adjournment thereof.		
Signed:		Date:
This form is to be in <u>favour of / against*</u> the resolution.		
*Unless otherwise instructed, the proxy will vote as they think fit		

64. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the Republic of Ireland or Northern Ireland as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
65. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
66. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

NOTICES

67. A notice may be given by the Company to any member either personally or by sending it by post to them at their registered address, or by electronic mail to their registered email address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
68. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
 - (a) every member,
 - (b) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his or her death or bankruptcy would be entitled to receive notice of the meeting; and
 - (c) the Auditor for the time being of the Company.No other person shall be entitled to notices of General Meetings.

DISPUTE RESOLUTION

69. Sport Dispute Solutions Ireland:

(a) Subject to all internal avenues of appeal having been exhausted, this article shall apply to any dispute or difference arising out of, in connection with or under these Articles of Association or any rules, bye-laws, codes, policies or equivalent of the Company. This shall include without limitation any dispute arising out of, under or in connection with the legality of any decision made or procedure used by the Company or any part of it.

(b) Each such dispute or difference shall be referred to Sport Dispute Solutions Ireland for final and binding arbitration by a single arbitrator in accordance with the Sport Dispute Solutions Ireland rules and in accordance with the Arbitration Act 2010 as amended.

(c) This article shall also apply to every participant and member of every Unit (as defined below). Each such participant or member is bound to refer any dispute or difference which remains unresolved after all internal avenues of appeal have been exhausted to Sport Dispute Solutions Ireland arbitration in accordance with sub-article (b)**Error! Reference source not found.** above.

(d) The provisions of this article shall apply notwithstanding any other provision to the contrary contained within these Articles of Association and/or any other rules, bye-laws, codes, policies or equivalent of the Company and/or any Unit from time to time. This article applies notwithstanding the level within the Company that any such dispute or difference occurs in the first instance.

(e) The effect of this article is to prohibit any party to such dispute or difference from commencing legal proceedings before the Courts.

(f) For the purpose of this article, “Unit” means any team, association, club or committee or sub committee or other grouping, association or entity of any type which is in turn a member, part of, affiliated to or governed by the Company.