

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

**CONSTITUTION**

-of-

**BRIDGE IRELAND [COMPANY LIMITED BY GUARANTEE<sup>1</sup>]**

**MEMORANDUM OF ASSOCIATION**

**1 Name**

The name of the Company is Bridge Ireland [Company Limited by Guarantee].

**2 Company type**

The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

**3 Main Objects**

3.1 The principal objects for which the Company is established are to:

- 3.1.1 promote, foster, develop, organise and regulate the game of bridge throughout Ireland at all levels;
- 3.1.2 to otherwise carry on the business of the running of the governing body of the game of Bridge in Ireland and to carry on all activities in relation to same; and
- 3.1.3 to ensure fair play and to establish, maintain and implement rules, standards and codes of conduct governing the playing of Bridge in Ireland

(the “**Main Objects**”).

3.2 Such objects shall be separate and individual and not limited by reference to each other.

**4 Subsidiary Objects**

4.1 The following objects set out hereafter are exclusively subsidiary, incidental and ancillary to the attainment of the Main Objects and are to be used only for the attainment of those Main Objects:

- 4.1.1 To support the development of clubs and regional bodies throughout Ireland and to oversee their affiliation to the Company;

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<sup>1</sup> To be deleted if application made to CRO for dispensation from using suffix CLG.

- 4.1.2 To affiliate to, be recognised as the governing body of Bridge by, and represent Ireland in, relevant international bridge organisations, including, without limitation, the World Bridge Federation and the European Bridge League, and to select and manage teams to represent Ireland in international competitions;
- 4.1.3 To develop and implement coaching, education and player development programmes to grow participation in bridge at all levels and across all age groups throughout Ireland;
- 4.1.4 To organise local, regional, all-Ireland and international competitions, tournaments, events, coaching and pathway opportunities and to select members of teams to represent Ireland internationally;
- 4.1.5 To register competitions as official competitions of the Company and to decide the conditions to be fulfilled in order to obtain such registration;
- 4.1.6 Devise and implement schemes for the dissemination of accurate information concerning Bridge by providing advice and by any other suitable means;
- 4.1.7 Co-operate with other organisations and groups recognised or approved by the Company in activities, which are for the promotion of the game of Bridge;
- 4.1.8 Undertake other activities, which are for the advancement of the game of Bridge, clubs or regional bodies;
- 4.1.9 To recognise and establish such regional or other councils and such other subsidiary organisations to promote the objects of the Company and to determine who may be eligible for membership of such councils or organisations;
- 4.1.10 To delegate to such councils or organisations any powers of the Company hereinafter set out;
- 4.1.11 To make rules for such councils or organisations;
- 4.1.12 To provide financial assistance to any organisation or body whether incorporated or not which is established for the purposes of promoting similar objectives to the Main Objects of the Company; and
- 4.1.13 To do all such other lawful things as are incidental or conducive to the attainment of the foregoing Main Objects.

## **5 Powers**

5.1 The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the foregoing objects and which powers may only be exercised in promoting the Main Objects. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Objects:

5.1.1 To engage in any business or activity and to undertake, provide and carry out any service or contract of works and provide any facility and carry out any research in any region of the world where it is deemed necessary or advantageous to promote the Main Objects of the Company or for the purpose of generating capital or income to facilitate the furthering of the objects of the Company.

5.1.2 to raise funds and help raise funds by any lawful means and for any purpose necessary or advantageous to facilitate the furthering of the objects of the Company.

5.1.3 to act as consultant or adviser to any person or body in relation to the Main Objects of the Company and in respect of education or training related to these activities.

5.1.4 to promote, develop and further the Main Objects of the Company by conferences, seminars, courses, competitions, public or private meetings, discussions, publications, conducting studies and surveys and any other means as may be deemed desirable or necessary.

5.1.5 to promote, establish, co-operate with, become a member of, any organisation, association, not for profit organisation, institution or body whatsoever and whether established or incorporated in Ireland or elsewhere having objects or purposes wholly or partially similar to those of the Company.

To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of the Income and Property clause hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company, society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.

5.1.6 to advertise and make known the Company and its Main Objects, purposes and aims by such means as may be deemed expedient, and to solicit, receive and hold donations, subscriptions, gifts and bequests of all kinds.

- 5.1.7 to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law or by any funding organisation, and the doing of all such other things as are incidental or conducive to the attainment of the foregoing Main Objects and to co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- 5.1.8 Subject to the consent of the Board of the Company, which shall not be unreasonably withheld, to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others and to sell or dispose of the undertaking or to otherwise deal with any property of the Company or any part thereof for such consideration as the Company may think fit, to lease, mortgage, exchange, develop, enfranchise, turn to account or otherwise deal with all or any of the property and rights of the Company.
- 5.1.9 to apply on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind and to receive grants, donations, contributions, subscriptions and generally to manage, invest, develop and expend all properties and money belonging to the Company.
- 5.1.10 to solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Objects, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- 5.1.11 Subject to the consent of the Board of the Company, which shall not be unreasonably withheld, to borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company,

present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- 5.1.12 to act as trustees of any property, real or personal, for any purpose that may seem conducive to the furtherance of the Main Objects of the Company and to undertake and administer any charitable trust.
- 5.1.13 to guarantee the performance of contracts or obligations and the repayment of moneys borrowed by the Company or any other person or body of persons having Main Objects similar to that of the Company.
- 5.1.14 to engage in any kind of publicity for the purpose of fostering the Main Objects of the Company and to print, publish and distribute and arrange for the printing, publication and distribution of any literature, newspapers, periodicals, books or leaflets as the Company may think fit.
- 5.1.15 to apply for or obtain any order or to promote any statute or legislation to enable the Company to carry its objects into effect, or relating directly to the advancement of the Main Object or for any other purpose it may deem expedient.
- 5.1.16 to promote, commence or oppose any proceedings or applications which may seem calculated, directly or indirectly, to advance, appertain to or prejudice the interests of the Company.
- 5.1.17 subject to paragraph 6 of this Memorandum to employ such personnel as the Company may think desirable or necessary for the furtherance of its Main Objects.
- 5.1.18 to open, maintain, operate and close an account or accounts with a bank or banks or similar financial institutions and to draw, make, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 5.1.19 subject to the provisions of paragraph 6 of this Memorandum, to remunerate any person, firm or company rendering services to the Company.
- 5.1.20 to pay all or any expenses incurred in connection with the formation, the promotion or incorporation of the Company, or to contract with any person, firm, body or company to pay the same.
- 5.1.21 To enter into any arrangements with any person, firm, company, Government or government body or authority that may seem conducive to the Main Object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry

out, exercise and comply with any such arrangements, rights, privileges and concessions.

- 5.1.22 To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the spouses or civil partners, children or other dependants of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the Company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; 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 Company and to subscribe or guarantee money for charitable objects.
- 5.1.23 To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
- 5.1.24 To insure any or all of the Directors against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as a director.
- 5.1.25 To apply for, purchase or otherwise acquire or become the registered proprietor of copyrights, trademarks and any other form of intellectual property, including any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention being incidental or conducive to the attainment of the Main Objects or which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- 5.1.26 To establish and maintain links with international and other organisations having similar objectives to the Main Object
- 5.1.27 To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- 5.1.28 To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

**PROVIDED THAT:**

- (a) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts; and
- (b) the Company shall not support with its funds 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 Company would make it a trade union.

**6. Application of the Company's Income and Property**

- 6.1. The income and property of the Company shall be applied solely towards the promotion of the Main Objects as set forth in this Memorandum of Association. 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.
- 6.2. 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:
  - 6.2.1 reasonable and proper remuneration to any person, including a Director, for any services (other than for services of a Director) rendered to the Company;
  - 6.2.2 reasonable and proper rent for premises demised and let by any Company Member (including any director) to the Company, and;
  - 6.2.3 reasonable and proper out of pocket expenses incurred by any Board Members in connection with attendance to any matter affecting the Company, subject to approval of all such expenses by the Directors.

provided always that any such payment is within the parameters of any policies of the Directors agreed from time to time

**7 Limited Liability**

The liability of the Members of the Company is limited.

**8 Guarantee clause**

Every Member of the Company undertakes to contribute to the assets of the Company, in the event that the Company is wound up while he or she is a Member or within one year after the

date on which he or she ceases to be a Member, for payment of the debts 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.

## **9 Winding Up**

If upon the winding-up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company. Instead, such property shall be given or transferred to some other organisation or organisations having main objects similar to the Main 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 that at least as great as is imposed on the Company under or by virtue of paragraph 6 of this Memorandum (Income and Property) hereof, such organisation or organisations 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 provisions, then the property shall be given or transferred to some organisation or organisations which the Members consider appropriate taking into account the Main Object of the Company.

## **ARTICLES OF ASSOCIATION**

of

**BRIDGE IRELAND [COMPANY LIMITED BY GUARANTEE<sup>2</sup>]**

### **<sup>3</sup>INTERPRETATION**

#### **1. Definitions and Interpretation**

1.1 The “optional provisions” as such term is defined in section 1177(2) of the Act shall apply<sup>4</sup> save to the extent they are disapplied, modified or supplemented by these Articles.

1.2 In this Constitution, the following terms shall have the following meanings unless there is something in the subject or context inconsistent herewith:

“**Act**” means the Companies Act, 2014.

“**Affiliated Club**” means a bridge club that is affiliated to the Company in accordance with the policies and procedures of the Company.

“**Articles**” means these Articles of Association.

“**Board**” means the board of directors of the Company.

“**Board Committee**” means any Committee or Group established by the Directors pursuant to Article [52] and may consist of both Directors and persons who are not Directors.

“**Bridge Management Group**” or “**BMG**” is a committee established by the Directors for the purpose of overseeing and managing the playing of bridge in Ireland, as more particularly described in Article [X].

“**CBAI**” means the Contract Bridge Association of Ireland, the organisation responsible for the regulation of bridge in Ireland prior to the adoption of this Constitution.

“**Company**” means the above-named Company.

“**Company Secretary**” means any person appointed by the Board to perform the duties of the Secretary of the Company.

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<sup>2</sup> To be deleted if application made to CRO for dispensation from using suffix CLG.

<sup>3</sup> Definitions to be added to.

<sup>4</sup> To be confirmed once constitution in final, agreed form. Certain optional provisions may be excluded where contradict with the provisions in final form Constitution.

**"Constitution"** means the Articles and Memorandum taken together.

**"Current Regions"** means those Regions as currently established on the date of incorporation of the Company, as set out below:

- a) Eastern Region;
- b) North Eastern Region;
- c) North Midland Region;
- d) Donegal Region;
- e) Western Region;
- f) North Eastern Region;
- g) North Munster Region;
- h) Dublin North Region;
- i) South Munster Region;
- j) South Midland Region;
- k) South Eastern Region;
- l) Dublin South Region;
- m) Mid Leinster Region; and
- n) Northern Ireland Region.

**"Directors"** means the Directors for the time being of the Company or the Directors present at a meeting of the Board and includes any person occupying the position of Director by whatever name called and "Director" shall be construed accordingly;

**"Ireland"** means the island of Ireland, inclusive of both the Republic of Ireland and Northern Ireland, unless expressly stated otherwise.

**"Member"** means a person who is a member of the Company.

**"Memorandum"** means the memorandum of association of this Constitution.

“**NIBU**” means the Northern Ireland Bridge Union, the organisation responsible for the regulation of bridge in Northern Ireland prior to the adoption of this Constitution and to be known as the Northern Ireland Region following the adoption of this Constitution.

“**Office**” means the registered office for the time being of the company.

“**Region**” means each of the geographical Regions, including the Current Regions and such variation thereof or additional regions as may be accepted by the Company from time to time and into which Affiliated Clubs have been grouped by the Company for the purpose of the administration and management of bridge in Ireland.

“**Regional Committees**” means the management committees established by each Region (in accordance with the rules established by each Region).

“**Seal**” means the common seal of the Company.

“**Subscribers**” has the meaning ascribed to it in Article 2.

1.3 Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other mode, including electronic means, of representing or reproducing words in visible form.

1.4 References in these Articles to any enactment or any section or provision thereof shall mean such enactment, section or provision as the same may be amended and may be from time to time and for the time being in force.

## **MEMBERS**

### **2 Number of Members**

The number of members with which the Company proposes to be registered initially at incorporation is 14 (fourteen) ("the **Subscribers**"). The Directors may from time to time register a decrease or increase in the number of Members in accordance with the Act, provided that the minimum number of Members subsequent to incorporation shall be 14.

### **3 Members**

3.1 The following, namely:

3.1.1 The Subscribers;

3.1.2 such other persons as the Directors shall admit to membership,

3.2 shall be Members of the Company **PROVIDED THAT:**

3.2.1 such person shall have been nominated in writing (addressed to the Company Secretary) for appointment as a Member by the Regional

Committee of a Region and such person so nominated by the Region shall be a member of an Affiliated Club of the Region so nominating him/ her;

3.2.2 each Region shall be entitled to nominate 1 eligible person to be a Member and the Directors shall admit such nominee under Article 3.1.2; and

3.2.3 no person shall be eligible to be a Member of the Company if he/ she:

- (a) is not nominated by a Region;
- (b) is not a member of an Affiliated Club within that Region;
- (c) is adjudged bankrupt in Ireland or Great Britain or makes any arrangement or composition with his/ her creditors generally; or
- (d) is the subject of a declaration under section 819 of the Act or an order under sections 839-842 of the Act; or
- (e) is convicted of an offence punishable by imprisonment (whether or not a suspended sentence) or is convicted of an indictable offence; or
- (f) being engaged in any profession, has been on account of misconduct prohibited by the governing body of such profession from continuing to practice under its Regulations; or
- (g) has been determined by an independent panel, commission or body of the CBAI, the NBIU, the Company, Region or any affiliated organisation, Affiliated Club or internationally recognised body to have brought the game of bridge into disrepute.

#### **4 Automatic Cessation of Membership<sup>5</sup>**

4.1 Membership of the Company is not transferable and shall cease:-

- (a) In the case of the Subscribers, immediately on registration of the Members nominated by each Region as soon as reasonably practicable post incorporation of the Company;
- (b) In all other cases automatically
  - (i) on the Member's death, becoming of unsound mind or bankruptcy;
  - (ii) on the cessation of a Member's membership of the Affiliated Club of the Region that nominated that Member;
  - (iii) on the occurrence of any of the circumstances set out in Article 3.2.3; or

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<sup>5</sup> Recommended to include provisions to facilitate the Directors expelling an ineligible Member.

(iv) on the resignation of a Member, in which case the Member wishing to resign their membership of the Company shall give notice in writing of their intention so to do, addressed to the Directors and sent by post to or deposited by hand at the Company's registered office, in accordance with section 1199(7) of the Act.

## **5 Casual Vacancies**

A casual vacancy created by the retirement, resignation, expulsion, death or otherwise of a Member ("**Prior Member**") shall be filled by the Region which appointed the Prior Member by nominating for appointment as a Member any eligible person in accordance with the process set out at Article 3.2.1. Any such person so nominated shall be admitted as a Member by the Directors in accordance with Article 3.1.2.

## **GENERAL MEETINGS OF THE COMPANY**

### **6 Location**

All General Meetings shall be held in Ireland at such time and at such place as may be determined by the Directors.

### **7 Convening of and proceedings at General Meetings**

7.1 Subject to Article 7.2, the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting 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.

7.2 So long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year.

### **8 Extraordinary General Meetings**

All general meetings of the Company other than annual general meetings shall be known as extraordinary general meetings. The Directors may, whenever they think fit, convene an extraordinary general meeting.

### **9 Quorum at General Meetings**

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum for a general meeting shall be 8 Members present in person or by proxy at the meeting at the time when the meeting proceeds to business.

- 10 If after 20 minutes of the time appointed for the holding of the meeting a quorum is not present the meeting shall be adjourned. The meeting shall be re-convened for a date no later than 30 days after the original meeting and for which notice shall be given as in the case of an original meeting but, subject to no business being transacted at the re-convened meeting other than the business on the agenda for the original meeting.

## **NOTICE OF GENERAL MEETINGS**

### **11 Length of and mode of giving notice**

11.1 An annual general meeting and, subject to Article 11.2, a meeting for the passing of a special resolution, shall be called by not less than seven weeks' notice in writing;

11.2 Notwithstanding Article 11.1, a general meeting for the passing of a special resolution relating to the solvency or insolvency of the Company or any other matter deemed urgent by the Board may be called by not less than 21 days notice in writing;

11.3 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 information set out in Article 11.6 and any other matter required under section 181 of the Act to be contained in such notice. Such notice shall be given, in manner hereinafter mentioned, to such persons as are, under Article 11.7 entitled to receive such notices from the Company.

11.4 For the purposes of section 218(3)(d) of the Act the use of electronic means to serve or give notice is permitted and each of the members of the Company hereby consent to the use of electronic means in the form of email to serve or give notices in relation to them and further agree to provide the Company with an email address to which notices may be served or given.

11.5 A general meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 11, be deemed to have been duly called if it is so agreed by:

11.6.1 all the Members attending the meeting; and

11.6..2 save where no statutory auditors of the Company stand appointed in consequence of the Company availing itself of an audit exemption, the statutory auditors of the Company.

11.6 The Notice shall specify:

11.6.1 the place, date and time of the general meeting;

11.6.2 in the case of a general meeting proposed to be held wholly or partly by the use of electronic communications technology –

- (i) the electronic platform to be used for the general meeting; and
- (ii) details for access to the electronic platform;
- (iii) the time and manner by which an attendee must confirm their intention to attend the general meeting;
- (iv) any requirements or restrictions which the Company has put in place in order to identify attendees who intend to attend the general meeting;
- (v) the procedure for attendees to communicate questions and comments during the general meeting, and;
- (vi) the procedure to be adopted for voting on resolutions proposed to be passed at the general meeting

11.6.3 the general nature of the business to be transacted at the general meeting;

11.6.4 in the case of a proposed special resolution the text or substance of that proposed special resolution;

11.6.5 with reasonable prominence a statement that—

- (i) a Company Member entitled to attend and vote is entitled to appoint a proxy (in accordance with Article 35); and
- (ii) states the time by which the proxy must be received at the Office or some other place within the State as is specified in the statement for that purpose.

11.7 Notice of every general meeting shall be given to

- (i) every Member;
- (ii) the Directors and the Company Secretary;
- (iii) unless the Company is entitled to and has availed itself of the audit exemption under the Act, the statutory auditors of the Company, and;
- (iv) any other person entitled to notice pursuant to section 180(1) of the Act.

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

## **PROCEEDINGS AT GENERAL MEETINGS**

### **13 Business at Annual General Meeting**

13.1 The only business to be conducted at annual general meetings shall be:

- (i) the adoption of the minutes of the preceding annual general meeting and of any general meeting held since the preceding annual general meeting;
- (ii) to receive the annual report of the Board;
- (iii) to receive the financial statements and report of the auditors (if any) on those statements;
- (iv) the appointment of the auditors (if any);
- (v) the election of directors;
- (vi) to consider and decide any resolution of which due notice shall have been given.

13.2 The business described in subparagraphs 13.1 (i) to (v) above shall be deemed ordinary business. The business described in subparagraph 13.1 (vi) above and all business transacted at extraordinary general meetings shall be deemed special.

### **14 Convening General Meetings by Members**

The Directors shall, on the requisition of Members, holding, or together holding, at the date of the deposit of the requisition, not less than 10% of the total voting rights forthwith proceed to convene an extraordinary general meeting of the Company (the "**Requisition**").

15 The Requisition shall state the purpose of the meeting and shall be signed by the requisitionists and deposited at the Office and may consist of several documents in like form each signed by one or more requisitionists.

16 If the Directors do not within 21 days after the date of the deposit of the Requisition proceed duly to convene an extraordinary general meeting to be held within 2 months after receipt of the Requisition, the requisitionists, or any of them representing more than 50% of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the Requisition date.

**18 JUNE 2026 PHILIP LEE LLP COMMENT: DRAFT SUBJECT TO FURTHER REVIEW, CROSS REFERENCE CHECK, FORMATTING AND FINAL LEGAL ADVISERS' SIGN-OFF**

- 17 Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors duly to convene a meeting shall be repaid to the requisitionists by the Company.
- 18 For the purposes of meetings convened under Articles 14 to 16, the Directors shall, in the case of a general meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give at least such notice of the meeting as is required by Section 181 of the Act.
- 19 A meeting convened under Articles 14 to 16 shall be convened and conducted in the same manner as nearly as possible as that in which meetings are to be convened by Directors.
- 20 The Chairperson of the Board 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 Directors present shall elect one of their number to be Chairperson of the meeting.
- 21 If at any general meeting no Director is willing to act as Chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be the Chairperson of the meeting.
- 22 The Chairperson may, with the consent of a majority present at any general meeting at which a quorum is present if so directed by the meeting, adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 23 Any adjourned meeting shall be convened within 30 days of the original meeting. Notice of an adjourned meeting shall be given in the same manner as in the case of an original meeting.
24. **Meetings Held Electronically (in whole or in part)**

All general meetings may be held in 2 or more venues at the same time by using electronic communications technology so long as the electronic communications technology used provides the Members, as a whole, with a reasonable opportunity to participate in the general meeting. All general meetings held wholly or partly by the use of electronic communications technology shall be done in accordance with the provisions of these Articles and the Act (and any future legislation enacted which deals with the holding of meetings by electronic means).
25. The Company's obligation to provide Members with a reasonable opportunity to participate in the meeting by electronic communications technology shall include:

- (i) the making provision for participation in the general meeting by providing or facilitating the use of electronic communications technology for that purpose; and
  - (ii) providing Members with the means to cast a vote without being physically present at the general meeting.
- 26. The use of electronic communications technology pursuant to these Articles and the Act may be made subject only to such requirements or restrictions put in place by the Company as are proportionate and necessary to ensure (i) the identification of attendees at the meeting, and; (ii) the security of the electronic communications technology.
- 27. In the notice for any general meeting conducted (wholly or partly) through the use of electronic communications technology, the Company shall inform all attendees of any requirements or restrictions which it has put in place pursuant to Articles 24- 27 and the Act.
- 28. Where the Company provides for the use of electronic communications technology for participation in a general meeting by an attendee, it shall ensure, as far as practicable, that:
  - 28.1. such technology—
    - 28.1.1. provides for the security of any electronic communications by the Member;
    - 28.1.2. minimises the risk of data corruption and unauthorised access, and;
    - 28.1.3. provides certainty as to the source of the electronic communications.
  - 28.2. in the case of any failure of, or disruption to, such technology, that failure or disruption is remedied as soon as practicable, and;
  - 28.3. such technology enables the attendee to:
    - 28.3.1. hear what is said by the Chairperson of the meeting and any person introduced by the Chairperson, and;
    - 28.3.2. speak and submit questions and comments during the meeting to the Chairperson of the meeting to the extent that the attendee is entitled to do so under these Articles.
- 29. Any temporary failure of, or disruption to, electronic communications technology shall not invalidate the general meeting or any proceedings relating to the meeting. The chairperson may adjourn any general meeting conducted (wholly or partly) through the

**18 JUNE 2026 PHILIP LEE LLP COMMENT: DRAFT SUBJECT TO FURTHER REVIEW, CROSS REFERENCE CHECK, FORMATTING AND FINAL LEGAL ADVISERS' SIGN-OFF**

use of electronic communications technology, where they are satisfied that a failure of, or disruption to, electronic communications technology:

29.1. substantially interferes with the proceedings of the meeting or the participation of attendees as whole, and;

29.2. is not capable of being remedied during the meeting.

**ATTENDANCE AND VOTING AT GENERAL MEETINGS OF THE COMPANY**

30. All Members shall each be entitled to attend and to exercise one vote at all general meetings of the Company

31. Unless a poll is required or demanded in accordance with Article 41 or 42, at any general meeting:

31.1. a resolution put to a vote of the meeting shall be decided on a show of hands; and

31.2. 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 the 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.

32. No objection shall be raised to the eligibility of any person to vote except at the general meeting or adjourned general 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 duly made shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

33. In the case of a meeting conducted wholly or partly by the use of electronic communications technology in accordance with these Articles and the Act, a resolution put to the vote of the meeting shall not be decided on a show of hands unless the Chairperson of the meeting is of the opinion that he or she can—

33.1. identify the Members participating in the meeting by the use of such technology who are entitled to vote, and

33.2. verify the content of voting instructions of those Members relating to the resolution

34. Votes may be given either personally or by proxy. 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.

35. A Member shall, subject to this Article 35, be entitled to appoint another person as their proxy to attend and vote instead of them using the Instrument of Proxy provided with the notice convening the meeting and shall be in the form as provided for in these Articles and /or Section 184 of the Act. Such proxy need not be a Member but must be appointed by the Region that appointed the Member and must be a member of an Affiliated Club in that Region. A proxy so appointed shall have the same right as the Member to speak at the meeting and to vote on a show of hands and on a poll.
36. The instrument appointing a proxy (the “**Instrument of Proxy**”) shall be in writing
- 36.1. under the hand of the appointer or of their attorney duly authorised in writing; or
- 36.2. if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.
37. The Instrument of 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 registered office of the Company or at such other place within Ireland as is specified for that purpose in the notice convening the meeting, and shall be deposited not later than the following time:-
- 37.1. 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 37.2. in the case of a poll, 48 hours before the time appointed for the taking of the poll.
38. The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means (as defined in section 2 of the Act) and this Article likewise applies to the depositing of anything else referred to in the preceding Article. An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit –
- Bridge Association of Ireland [Company Limited by Guarantee<sup>6</sup>] (the “Company”) [Name of Member] (“the Member”) of [Address of Member] being a Member of the Company hereby appoint/s [name and address of proxy] or failing them [name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Full Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.*

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<sup>6</sup> To be removed if suffix not being used.

*The proxy is to vote as follows:- Voting instructions to proxy (Choice to be marked with an "X") Number or description of resolution:*

<i>Number or description of resolution:</i>	<i>or of</i>	<i>In Favour</i>	<i>Abstain</i>	<i>Against</i>

*Unless otherwise instructed, the proxy will vote as they think fit.*

*Signature of Member..... Dated [date] .....*

- 39. Any Member appointing a proxy for a particular meeting shall be subject to Article 35 and the Company reserves the right to require evidence of the consent of the Region which that Member represents to the appointment of the proposed proxy.
- 40. No objection shall be raised to the eligibility of any person to vote 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 duly made shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

**VOTING ON A POLL**

- 41. At a general meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).
- 42. A demand for a poll may be made by:
  - 42.1. the Chairperson of the meeting;
  - 42.2. Members comprising of not less than 10% of those present at the general meeting, or;
  - 42.3. at least 3 Members present in person or by proxy.
- 43. If a poll is demanded it shall be taken in such manner as the Chairperson of the meeting directs.
- 44. A poll demanded with regard to the election of a Chairperson or on a question of adjournment shall be taken forthwith.
- 45. 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 on which a poll is demanded may be proceeded with pending the taking of the poll.

46. The instrument appointing a proxy to vote at a meeting of the Company shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of Articles 41 and 42 a demand by a person as proxy for a Member shall be the same as a demand by the Member.

**47. Chairperson's Casting Vote**

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.

**48. Written Resolution of Members**

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 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.

**49. Special Resolutions**

The following matters shall be subject to approval by special resolution of Members:

49.1. a proposal to change this Constitution, or;

49.2. a resolution which calls for the winding-up of the Company.

50. In accordance with section 191 of the Act, a special resolution is a resolution which is passed by not less than 75% of the votes of those Company Members, present and voting in person or by proxy at the general meeting at which the resolution is proposed.

**THE BOARD**

**51. Number of Directors**

51.1 Subject as hereinafter provided the membership of the Board shall not be less than two Directors and not more than 14 Directors.

51.2 The first Directors shall be the honorary secretary of the CBAI and the honorary secretary of the NIBU as determined in writing by the Subscribers or a majority of them, and they shall hold office until the first general meeting of the Company at which meeting the BMG shall notify the Board and the Members of its nominees for appointment to the Board at which point, following the appointment of these nominees at that general meeting (in accordance with

Article 56) the first Directors shall immediately resign, retire or be removed pursuant to these Articles.

51.3 Persons nominated as a Director shall be those considered to possess appropriate skills and experience to contribute towards leading and overseeing the work of the Company, taking into account such factors as gender and geographical diversity.

51.4 Directors will be nominated for appointment to the Board by the BMG, such nomination to be received by the BMG from the Regional Committees. Such nomination shall be made in writing and shall be addressed to the Company Secretary.

51.5 Such nominations shall be made to the annual general meeting of the Company in accordance with these Articles.

51.6 Save where a nominee is manifestly unqualified for appointment to the Board the Members and the existing Directors shall approve the nomination and confirm the appointment of the nominee(s) as Directors.

52. The Board shall consist of:

52.1. One of its number to be elected as the Chairperson of the Board (the **"Chairperson"**); and

52.2. Nominees of the Regions made through the BMG and appointed to the Board in accordance with Article 51 and including, subject to Article 53, the Northern Ireland Region Representative.

53. For the first 9 years following the registration of the Company, at least one Director shall be from the Northern Ireland Region (**"Northern Ireland Region Representative"**). For this purpose, a person nominated by the Northern Ireland Region to be the Northern Ireland Region Representative shall be appointed as the Northern Ireland Region Representative without the necessity of being nominated through the BMG and approved by the Members in general meeting and shall be entitled to serve for up to 3 consecutive 3 year terms (9 years in total) in accordance with Articles 55, 56 and 57. In the event of the Northern Ireland Region Representative resigning as a Director within 9 years of his or her appointment, the Northern Ireland Region shall be entitled to nominate a replacement Director (the **"Replacement Director"**) to serve until the expiration of the 9-year period at which stage the Replacement Director shall be eligible for election as a Director by the Company Members in general meeting in the normal way and subject to the overall limit of service of 3 consecutive 3 year terms, in accordance with Article 56.

54. The Chairperson shall be elected to that office by the Members in general meeting. The term of office for the Chairperson shall be 3 years and no person shall serve as Chairperson for more than 2 consecutive 3-year terms. It shall not be a requirement that a nominee for the position of Chairperson be a serving or past Director. However, a Director shall not be eligible to be elected as Chairperson if they are in their eighth or ninth year as a Director.

55. **Rotation of Directors**

At the first General Meeting of the Company after the adoption of this Constitution, all the Directors shall retire from office and at the Annual General Meeting in every subsequent year, one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

56. At that first General Meeting, the Directors shall be divided into three groups: (i) one-third shall serve a term of 1 year only after which they may subsequently serve for a maximum of 2 further 3 year terms even if this limits the time they serve on the Board to less than nine years, (ii) one-third shall serve a term of 2 years only after which they may subsequently serve for a maximum of 2 further 3 year terms even if this limits the time they serve on the Board to less than 9 years, (iii) one-third shall serve a term of 3 years only after which they may subsequently serve for a maximum of 2 further 3-year terms.

57. Thereafter the Directors to retire at the annual general meeting in every year thereafter shall be those who have been longest in office [since their last election], but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

58. The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Director before the expiration of their period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

59. Notwithstanding Article 51, the Directors may at any time appoint any person to be a Director of the Company, to fill a casual vacancy arising among the Directors.

60. Any Director so co-opted to fill a vacancy among the Directors shall hold office only until the next Annual General Meeting at which time they may be elected to the end of the term of the person they are replacing. Subsequent to this, they may serve a maximum of two (2) further three-year terms even if this limits the time they serve as Director to less than nine (9) years.

**DISQUALIFICATION OF DIRECTORS**

61. If any of the circumstances set out in section 148(2)<sup>7</sup> of the Act apply to a Director, then that Director shall immediately vacate the office of Director.

**62. The Duties of the Directors**

The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by this Constitution required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act and of this Constitution and to such directions, not being inconsistent with the aforesaid provisions, as the Company in general meeting may (by special resolution) give. No such direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

**63. Appointment of Officers:**

The Directors shall have the power to appoint the following officers from amongst their number:

63.1 A person to be Company Secretary. The position of the Company Secretary shall be voluntary and therefore shall in accordance with paragraph 6 of the Memorandum be an unpaid position. However, the Company Secretary shall be reimbursed expenses wholly and properly incurred in connection with the affairs of the Company, provided same are properly vouched to the board.

63.2 [<sup>8</sup>A person to be treasurer of the Company ("the Treasurer"). The position of the treasurer shall be voluntary and therefore shall in accordance with paragraph 6 of the be an unpaid position. However, the Treasurer shall be reimbursed expenses wholly and properly incurred in connection with the affairs of the Company, provided same are properly vouched to the board.]

63.3 Such other officers as they shall deem necessary to enable the Board to efficiently carry on the business of the Company. Such officers shall be voluntary and therefore shall in accordance with paragraph 6 of the Memorandum be unpaid.

64. Any officer appointed pursuant to Article 63 shall hold that office until otherwise determined by a resolution of the Board provided that no person may hold the position of Treasurer, for a period in excess of five years and thereafter such person shall not be eligible for re-election to the same position for a minimum of two years.

**65. Appointment of other staff**

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<sup>7</sup> These circumstances could be listed out for transparency ?

<sup>8</sup> To be considered.

The Board shall be entitled to employ or appoint such staff for such term and at such remuneration and upon such conditions as it may think fit, in line with the Company's requirements and any person so appointed may be removed by the Board.

**66. Power to borrow**

The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, 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.

**67. Board may appoint attorney**

The Board 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 Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him.

**68. Negotiable Investments**

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 Board shall from time to time by resolution determine.

**69. Conflicts of Interest**

A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare in writing the nature of their interest at a meeting of the Directors in accordance with section 231 of the Act. A Director shall not be entitled to vote in respect of any such contract or proposed contract in which they are interested and if they shall do, their vote shall not be counted and they shall not be taken into account in ascertaining whether a quorum is present.

**70. The Board's Records**

The Company shall cause minutes to be entered in books kept for the purpose:-

- 70.1. of all appointments of officers made by the Directors;

- 70.2. of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- 70.3. of all resolutions and proceedings at all meetings of the Company, all meetings of the Directors, including all committee meetings.

## **PROCEEDINGS OF DIRECTORS**

### **71. Meetings**

The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit provided that such meetings shall be held at least four (4) times per annum. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the Chairperson shall have a second or casting vote. A Director may, and the Secretary, on the requisition of a Director, shall at any time summon a meeting of the Directors.

### **72. Quorum**

The quorum necessary for meetings of the Directors shall be four (4). Alternate directors are not permitted.

### **73. Reduction of Directors below the Quorum**

The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed in these Articles as the minimum number of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

### **74. Proceedings at Meetings**

74.1 If at any meeting of the Directors the Chairperson is not present within 10 minutes after the time appointed for the meeting, the Directors present may choose one of their number to be Chairperson of the meeting.

74.2 A meeting of the Directors or of a committee established by the Directors may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and –

74.2.1 a Director or member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and

74.2.2 such a meeting shall be deemed to take place –

- i. where the largest group of those participating in the conference is assembled;
- ii. if there is no such group, where the chairperson of the meeting then is
- iii. if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides

**75. Validity of acts of Directors, Written Resolutions**

- 75.1 All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director 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 Director.
- 75.2 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution in writing may consist of several documents in the like form and may be in electronic form, each signed by one or more of the Directors and for all purposes shall take effect from the time when it was signed by the last Director.

**BOARD COMMITTEES**

76. The Board shall have a power to establish such other committees as may be considered appropriate from time to time and for such purposes whether general or specific as may be thought fit. The Board may determine the terms of reference, powers, duration and composition of such committees. Where it is deemed necessary by the Board, the composition of such committees may include persons who are not Directors provided that all such persons are Members of the Company or of the Regions and provided that at all times at least one member of any committee so established shall be a Director. The Board may delegate any of their powers to such committees as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board be that in terms of reference or standing orders or otherwise, and shall in particular, to report to the Board in relation to its activities.
77. The Directors shall appoint the Chairperson and members of all Board Committees.
78. If at any meeting of a Board Committee the Chairperson is not present within five minutes after the time appointed for holding it, the members of the Committee present may choose one of their number to be chairperson of the meeting.

79. A Board Committee shall conduct its business in accordance with its Terms of Reference, which shall be approved by the Board. Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members of the Committee present, and when there is an equality of votes, the Chairperson of the Committee shall have a second or casting vote.
80. All acts done by any meeting of the Directors or by any person acting as a Director or any Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or she or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.
81. **Indemnity**  
Subject to the provisions of the Act, every Director, agent, auditor, secretary and other officer for the time being of the company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal in relation to his acts while acting in such office in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the Court.
82. **BRIDGE MANAGEMENT GROUP**  
  
The Company shall establish a Bridge Management Group (the "BMG") as a subcommittee of the Board for the purpose of overseeing and managing the playing of bridge in Ireland, subject to the overall supervision of the Board.
83. The BMG shall comprise up to 3 Delegates nominated by each Regional Committee ("**Regional Delegates**"), together with the President, President-elect and the Immediate Past-President of the Company.
84. 3 of the afore-mentioned 3 Delegates from each Region shall be entitled to attend meetings of the BMG, the Delegates in each case to be determined by the relevant Regional Committee. If only 1 of the 3 Delegates is available to attend a particular BMG meeting, 1 of the other 2 Delegates may appoint the Delegate attending as his or her proxy. The Regional Committee shall decide which of those two Delegates may appoint a proxy.
85. The BMG shall appoint a Chairperson from among its members.
86. The BMG shall meet at least four times in each year. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the chairperson of the meeting shall have a second or casting vote.
87. The quorum necessary for a meeting of the BMG shall be 16, provided that not less than eight Regions are represented.
88. The BMG shall conduct its business in accordance with its Terms of Reference, which shall be approved by the Board.

89. The BMG shall report to the Board on its activities and those of the BMG Committees at least quarterly.

90. For the avoidance of doubt, all committees of the CBAI and the NIBU, including Regional Committees, existing at the time of registration of the Company shall continue to operate as they have operated prior to that date, until such time as the BMG shall have determined the makeup, membership and Terms of Reference for BMG Committees, which shall be approved by the Board.

91. **<sup>9</sup>BMG General Meetings**

91.1. The BMG shall hold a general meeting of the members of all Affiliated Clubs ("Affiliated Club members") in every calendar year (the "BMG Annual General Meeting" or the "BMG AGM").

91.2. The quorum for a BMG AGM shall be 50 Affiliated Club members present at the meeting whether in an individual capacity or as a representative of a Region provided that no less than eight Regions are represented by at least one Regional Representative each at the meeting.

91.3. All general meetings of the BMG, other than the BMG AGM, shall be known as BMG extraordinary general meetings.

91.4. All members of Affiliated Club members, including representatives of the Regions, shall be entitled to attend and to exercise 1 vote at BMG general meetings. In addition, the Regional Committee of each Region shall be entitled to nominate 1 representative for every 400 members of Affiliated Clubs in that Region to attend a BMG general meeting, provided always that each Region shall be entitled to appoint at least 2 Regional Representatives. Each Regional Representative shall have 400 votes at the BMG general meeting to which he or she has been appointed as a representative.

91.5. Proxy voting shall not be permitted at BMG general meetings.

91.6. Except as provided in Article 59], BMG general meetings shall, with appropriate modification, be conducted in a similar manner to Company general meetings.

92. **<sup>10</sup>REGIONS**

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<sup>9</sup> To be moved into BMG Terms of Reference with a replacement generic provisions around BMG GMs being held and nominating proposed members to be Directors etc.

<sup>10</sup> To be moved to BMG Terms of Reference?

- 92.1. Affiliated Clubs shall be grouped into geographical Regions by the BMG. The number and boundaries of the Regions shall be determined from time to time by the BMG and notified to the Board.
- 92.2. As at the date of adoption of this Constitution, the Regions of the Company are defined in the definition of Region.
- 92.3. Each Region shall be managed by a Regional Committee, in accordance with Terms of Reference which shall be approved by the BMG and the Board.
- 92.4. The Regional Committees shall report regularly to the BMG and shall be subject to the overall supervision of the Board.

93. **<sup>11</sup>PRESIDENT OF THE COMPANY**

- 93.1. There shall be a President of the Company, which shall be an Honorary/Titular position. The President shall, in the first instance, be elected at the Annual General Meeting of the BMG as President-elect and shall hold that office for one year. [correct?]
- 93.2. The President Elect shall be nominated by the BMG which shall have invited a Regional Committee, in rotation, to submit the name of a candidate for the Office. [ref cbaI constitution art 10]. At the BMG AGM following his or her election as President-elect, that person shall assume the office of President without further election. [provide for first President post-amalgamation plus Northern Ireland Region president, without necessity for election]
- 93.3. On completion by the President of his or her term of office, which term shall be one year, he or she shall continue as an officer of the BMG for one year, as the Immediate Past President.
- 93.4. No person may hold the office of President in consecutive years.
- 93.5. The first President of Bridge Ireland shall be the person who was elected as President-elect at the AGM of the CBAI in 2025, and who took office as President at the AGM of the CBAI in 2026. The first President-elect shall be the person elected to that office at the AGM of the CBAI in 2026 and who shall assume the office of President at the AGM of the Company in 2027. At the AGM of the Company in 2027, a representative from the Northern Ireland Region of Bridge Ireland shall be appointed as President-elect [without election!?] and shall assume the office of President at the AGM of the Company in 2028.
- 93.6. The Immediate Past President for 2026-2027 shall be the person who was President of the Irish Bridge Union (to be defined?) for the bridge season 2025-2026. [to be confirmed.]

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<sup>11</sup> Subject to further discussion and review.

**94. POWERS OF ATTORNEY**

The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside Ireland. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

**95. SEAL**

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

**100. BYE-LAWS, RULES, ORDERS, CODES AND REGULATIONS**

The Directors are hereby empowered to make, vary, suspend or rescind such and so many bye-laws, rules, orders (including standing orders), directives, Codes, policies (general or specific) or regulations as to it shall seem necessary, which are deemed convenient and proper for the regulation and good governance of the Company and of the Members, Officers, Directors and committees thereof, and generally for the proper management of the affairs of the Company and in furtherance of the Company's objectives as set out in the Memorandum; provided that no bye-law, rule, order (including standing order), directive, code, policy or regulation shall be inconsistent with or shall effect or repeal anything contained in this Constitution or constitute an amendment of or addition to the Constitution as could lawfully only be made by special resolution. In the event of a conflict between the provisions of this Constitution and any Bye-Laws, rules, orders or regulations, the provisions of the Constitution shall prevail, unless otherwise expressly stated in the relevant bye-law, rule, order, directive, Code, policy or regulation.

**101. ACCOUNTS**

101.1 The Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.

101.2 The accounting records shall be kept at the registered office of the Company or, subject to Section 283 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the

financial statements and accounting records of the Company or any of them shall be open to the inspection of its Company Members not being Directors. No Company Member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors or by the Company in general meeting.

101.3 The Directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company, the Directors' report in relation to those financial statements and, if the accounts have been audited by an external auditor, the statutory auditor's report on those financial statements and Directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.

101.4 A copy of the statutory financial statements of the Company, the Directors' report in relation to those financial statements and, if the accounts have been audited by an external auditor, the statutory auditor's report on those financial statements and Directors' report shall, not less than twenty-one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

## **102. AUDIT**

If required, auditors shall be appointed and their duties regulated in accordance with Part 6 of the Act.

## **103. NOTICES**

A notice may be given by the Company to any Member either personally, or by sending it by post to him to his registered address or may be sent to the Member by electronic means, including e-mail. 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. Where a notice is sent by electronic means, it shall be deemed to have been served or given 12 hours after despatch.

**18 JUNE 2026 PHILIP LEE LLP COMMENT: DRAFT SUBJECT TO FURTHER REVIEW, CROSS REFERENCE CHECK, FORMATTING AND FINAL LEGAL ADVISERS' SIGN-OFF**

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

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**NAMES, ADDRESSES AND DESCRIPTIONS**

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**Names, Addresses and Descriptions of Subscribers**

1. [SUBSCRIBER]

Address:

Description:

2. [SUBSCRIBER]

Address:

Description:

3. [SUBSCRIBER]

Address:

Description:

4. [SUBSCRIBER]

Address:

Description:

5. [SUBSCRIBER]

Address:

Description:

6. [SUBSCRIBER]

Address:

Description:

7. [SUBSCRIBER]

Address:

Description:

8. [SUBSCRIBER]

Address:

Description:

9. [SUBSCRIBER]

Address:

Description:

10. [SUBSCRIBER]

Address:

Description:

11. [SUBSCRIBER]

Address:

Description:

12. [SUBSCRIBER]

Address:

Description:

13. [SUBSCRIBER]

Address:

Description:

14. [SUBSCRIBER]

Address:

Description:

Signature(s) in writing of the above subscriber(s) attested by witness as provided for below.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ [YEAR]

**18 JUNE 2026 PHILIP LEE LLP COMMENT: DRAFT SUBJECT TO FURTHER REVIEW, CROSS REFERENCE CHECK, FORMATTING AND FINAL LEGAL ADVISERS' SIGN-OFF**

Witness to the above Signatures:

Name: \_\_\_\_\_

Address: \_\_\_\_\_