Companies Act 2014

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

CONSTITUTION

Of

CASTLE GOLF CLUB COMPANY LIMITED BY GUARANTEE

(the **Company)**

(as adopted by special resolution of the Company dated 8 December 2025)

MEMORANDUM OF ASSOCIATION

1. The name of the Company is the Castle Golf Club Company Limited by Guarantee.

2. The Company is a company limited by guarantee for the purposes of the Companies Act, 2014

3. The Registered Office of the Company will be situated in Ireland.

4. The main object for which the Company, hereinafter called "the Club", is established is to promote the game of golf and other athletic sports.

5. The Club shall in addition to the powers conferred on it by law, have the following powers which are exclusively subsidiary and ancillary to the main object and which powers may only be exercised in promoting the main object. Any income generated by the exercise of these powers is to be applied to the promotion of the main object:

   (a) To acquire golf links and grounds at Rathfarnham or elsewhere, and to lay out, prepare and maintain the same for golf and other purposes of the Club, and to acquire and provide Club-houses, pavilions, lavatories, refreshment rooms, workshops, stables, sheds and other conveniences in connection therewith, and to furnish and maintain the same, and to permit the same and the property of the Club to be used by Members and other persons, either gratuitously or for payment.

   (b) To take over the property and assets of the present unincorporated Club, known as "The Castle Golf Club, Rathfarnham."

   (c) To purchase, hire, sell, deal in, make or provide and maintain all kinds of horses, livestock, furniture, implements, tools, utensils, plate, glass, linen, books, papers, periodicals, stationery, cards, games and other things required or which may be conveniently used in connection with the links and grounds, Club-houses and other premises of the Club by persons frequenting the same, whether Members of the Club or not.

(d) To buy, prepare, make, supply, sell and deal in all kinds of golf clubs and balls, and all apparatus used in connection with golf and other athletic sports, and all kinds of provisions and refreshments required or used by the Members of the Club, (or to make provision for same).

(e) To purchase, take on lease or in exchange, or otherwise acquire any lands, buildings, easements, rights of common, or property, real or personal, which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club, and to sell, demise, mortgage, give in exchange, or dispose of the same.

(f) To develop and turn to account any land acquired by the Club, and in particular to lay out the same for building purposes, and to build on, improve on, let or sell the same on building leases or agreements, and to enter into contracts or agreements of all kinds with builders, grazing or other tenants and others with respect to the same.

(g) To use or permit to be used the grounds; Club-houses and property of the Club for the holding of fetes, competitions and entertainments in aid of charitable or benevolent funds or institutions, and to charge entrance money to persons attending such fetes, competitions, or entertainments.

(h) To hire and employ secretaries, clerks, managers, servants and workmen, and to pay to them and to other persons in return for services rendered to the Club, salaries, wages, gratuities and pensions.

(i) To promote and hold, either alone or jointly with any other association, club, or persons, golf meetings, competitions and matches, and to offer, give, or contribute towards medals and awards, and to promote, give or support dinners, balls, concerts and other entertainments.

(j) To establish, promote, or assist in establishing or promoting, and to subscribe to or become a Member of any other association or club whose objects are similar, or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club.

(k) To invest and deal with the moneys and property of the Club not immediately required, upon such securities and in such manner as may from time to time be determined. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of five (5) years.

(l) To borrow or raise, and give security for money by the issue of, or upon, bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club.

(m) To pay out of the funds of the Club all expenses of or incident to the formation and registration of the Club.

(n) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object.

NOTE: It is hereby declared that the words “company” and “body corporate” in Clause 5 (except where it refers to the Club) will be deemed to include any partnership or other association or body of persons, whether or not incorporated, and any body corporate, in each case wherever formed, incorporated, requested or situate; that the word “person” in Clause 5 shall include a natural or legal person and any body corporate; the words “Director(s)" shall mean the directors

for the time being of the Club; and the words “Member(s)" shall mean the Members for the time being of the Club and “Company Members” shall have the meaning set out in the Articles of Association of the Club.

6. The income and property of the Club however derived shall be applied solely towards the promotion of the main object of the Club as set forth in this Memorandum of Association, and subject as hereinafter provided, 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 Club and no Director shall be appointed to any office of the Club paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club provided that nothing shall prevent any payment in good faith by the Club:

   (a) of reasonable and proper remuneration to any Member or servant of the Club (not being a Director) in return for any services actually rendered to the Club;

   (b) of interest at a rate not exceeding 1% above the Euro Inter Bank Offered Rate per annum on money lent by Directors and/or Members to the Club;

   (c) of reasonable and proper rent for premises demised and let by any Member of the Club (including any Director) to the Club;

   (d) of reasonable and proper out of pocket expenses incurred by any Director in connection with the performance of his/her duties as a Director of the Club; or

   (e) of fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a Member not holding more than a one-hundredth part of the issued capital of such company.

7. If upon the winding-up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property or assets whatsoever, the same shall not be paid to or distributed among the Company Members of the Club but shall be given or transferred to some other company having main objects similar to the main object of the Club and which company(s) shall prohibit the distribution of its or their income and property among its or their Company Members to an extent at least as great as is imposed on the Club under or by virtue of the income and property clause hereof, such other company(s) to be determined by the Company Members of the Club 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.

   Final accounts will be prepared and submitted that will include a section that identifies and values any property and/or assets transferred along with the details of the recipients and the terms of the transfer.

8. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

9. The liability of the Members is limited.

10. Annual audited accounts shall be kept and made available to the Revenue Commissioners upon request.

11. Every Company Member of the Club undertakes to contribute to the assets of the Club in the event of the Club being wound up while he/she is a Company Member, or is wound up within one

year after the date on which he/she ceases to be a Company Member of the Club, for payment of the debts and liabilities of the Club contracted before he/she ceases to be a Company Member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one Euro (€1).

ARTICLES OF ASSOCIATION

The following Regulations shall apply to the Company:

1. **(A) INTERPRETATION**

(a) The provisions of the 2014 Act which are stated therein to apply to a company limited by guarantee (or a CLG as that term is defined in the 2014 Act), save to the extent that its constitution is permitted to provide or state otherwise, will apply to the Club subject to the alterations contained in these Articles, and will, so far as not inconsistent with these Articles, bind the Club and its Members.

(b) Without prejudice to Section 1177(4) of the 2014 Act and save as otherwise expressly provided in these Articles, where a provision of these Articles covers substantially the same subject matter as any optional provision of the 2014 Act, any such optional provision of the 2014 Act shall be deemed not to apply to the Club and for the avoidance of doubt, these Articles shall be deemed to have effect and prevail over the terms of such optional provisions of the 2014 Act (and the expression "optional provision" shall take its meaning from Section 1177(2) of the 2014 Act).

(c) Sections 144(3) (other than 144(3)(a)), 148(1), 148(2) 158, 160, 161(1) to (6), 162, 163, 164, 165, 180(5), 183, 187, 188, 197, 218, 229, 1196, 1197, 1199(8), and 1199(9) of the 2014 Act shall not apply to the Company.

(d) Unless the contrary is clearly stated, references to the Acts or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Acts or such enactment, subordinate legislation, section or provision (as the case may be), as the same may be consolidated, amended, extended, modified, supplemented or re-enacted (whether before or after the date hereof) from time to time and may be for the time being in force.

(e) Unless the context otherwise requires, reference in these Articles to the rights and entitlements of Full Members shall be deemed to include the rights and entitlements of Senior Members and Senior Members (2000) and reference to the rights and entitlements of Six Day Members shall be deemed to include the rights and entitlements of Senior Six Day Members and Senior Six Day Members (2002).

(f) Unless specifically defined in these Articles or the context otherwise requires, words or expressions contained in these Articles and not specifically defined herein shall bear the same meanings as in the Acts, but excluding any statutory modification thereof not in force when these Articles became binding on the Club and the Members.

(g) Reference to any document includes that document as amended or supplemented from time to time.

(h) Unless the context otherwise requires, expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form, and expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.

(i) Unless the context otherwise requires, words importing the singular include the plural and

vice versa, words importing the masculine include the feminine, and words importing persons include corporations.

(j) Headings are inserted for convenience only and do not affect the construction or interpretation of these Articles.

(k) Unless the context otherwise requires, reference to Articles and to paragraphs are to these Articles and the paragraphs of these Articles.

(l) Unless the context otherwise requires, reference to a "person" include natural persons, legal persons, firms and bodies corporate. In addition, references to the masculine gender shall include the feminine and neuter genders and vice versa.

1. **(B) DEFINITIONS**

In these Articles, unless the context otherwise requires:

(a) **2014 Act** means the Companies Act 2014;

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

(c) **Articles** means these articles of association, as from time to time altered by special resolution of the Company, and reference to an **Article** shall be construed accordingly;

(d) **Auditors** means the statutory auditors or auditor for the time being of the Club;

(e) **Board** means the Directors or the Directors present at a meeting of the Directors;

(f) **body corporate** includes any association or body of persons, whether or not incorporated, and wherever formed, incorporated, registered or situate;

(g) **Bye–Laws** means all such bye-laws, rules and regulations (including code of conduct) as may be approved and amended by the Board from time to time in accordance with Article 18 being rules that govern the proper conduct and management of the Club which is constituted for the purpose of promoting the playing of golf and for social intercourse between the Members ;

(h) **Chair** means the person (if any) for the time being holding such office having been appointed thereto under the terms of these Articles and, where the context so admits or requires, shall include any person appointed or designated under these Articles to perform such role for the time being;

(i) **Club** means Castle Golf Club incorporated as a company limited by guarantee under the name Castle Golf Club Company Limited by Guarantee;

(j) **Clubhouse** means the building comprising the Members changing facilities, professional shop, offices, bar and restaurant area and ancillary areas;

(k) **Club Officers** shall have the meaning ascribed to it in Article 19 and **Club Officer** shall be construed accordingly;

(l) **Constitution** means the constitution of the Club comprising the Memorandum of Association and the Articles of Association;

(m) **Directors** mean the Directors for the time being of the Club or the Directors present at a meeting of the Board, and includes any person occupying the position of Director by whatever name called;

(n) **Electronic Meeting** means any meeting referred to in this Constitution at which participants can participate and be deemed present by the use of conference telephone, video-conferencing or other electronic communications technology designed to allow all persons participating to hear each other speak;

(o) **Member** means any person for the time being elected to any class of membership provided for in Article 2 and **Members** shall be construed accordingly;

(p) **Company Member** means a Member within the meaning of Section 1199 of the 2014 Act, being those Members for the time being elected to a class of membership which has the benefit of voting rights under Article 34 and **Company Members** shall be construed accordingly;

(q) **Memorandum of Association** means the memorandum of association for the time being of the Company;

(r) **Month** means calendar month;

(s) **Policies** means such policies or procedures as may be approved by the Board from time to time in accordance with Article 18;

(t) **Register** means the register of Company Members to be kept as required by Section 169 of the 2014 Act;

(u) **resolution** means, unless expressly otherwise stated or the context otherwise requires, an ordinary resolution;

(v) **Seal** means the common seal of the Company;

(w) **Sub-Committee** means a committee to which the Board shall have delegated powers pursuant to the provisions of these Articles;

(x) **Year** means calendar year

2. **CLASSES OR CATEGORIES OF MEMBERS**

(a) The Club shall consist of the following classes or categories of Members:-

(i) Full Members;

(ii) Senior Members;

(iii) Senior Members (2000);

(iv) Six Day Members;

(v) Senior Six Day Members;

(vi) Senior Six Day Members (2002);

(vii) Five Day Members;

(viii) Honorary Members;

(ix) Country Members;

(x) Temporary Members;

(xi) Overseas Members;

(xii) Intermediate Members;

(xiii) Junior Members;

(xiv) Pavilion Members; and

(xv) Social Members.

(b) The maximum number of Full Members, Senior Members, Senior Members (2000), Six Day Members, Senior Six Day Members and Senior Six Day Members (2002) shall not exceed 725 with the aggregate number of Full Members, Senior Members and Senior Members (2000) not to exceed 525.

(c) Save as set out in these Articles, all classes or categories of Members shall be elected in such numbers and upon such terms and conditions as the Board, as established/constituted under Article 19) may prescribe from time to time.

3. **PRIVILEGES, BENEFITS AND LIABILITIES OF MEMBER CLASSES**

The privileges, benefits and liabilities of the classes or categories of Members set out in Article 2, are as follows:-

(a) A **Full Member** is a person elected as a Full Member with the liability to pay the maximum subscription payable from time to time with all the rights and privileges of Full membership.

(b) A **Senior Member** is a person who was a Full Member for twenty-five years in aggregate, is over sixty-five years of age on 1 January of the subscription year and who opted for and has been admitted to this category.
Time spent as a Six Day Member (or Associate Member before the re-designation of such category as that of Six Day Member) shall count towards the twenty-five year qualification period.
A Senior Member shall enjoy all the rights and privileges of Full membership.

(c) A **Senior Member (2000)** is a person who on 1 January 2000 was a Full Member for twenty-five years in aggregate, is over sixty-five years of age and who opted for this category.
A Senior Member (2000) shall enjoy all the rights and privileges of Full membership.

(d) A **Six Day Member** is a person who is elected a Six Day Member (and includes, without limitation, persons who were previously Associate Members before the re-designation of such category as that of Six Day Member and Full Members who have become Six Day Members with the prior approval of the Board) and pays a subscription less than that payable by a Full Member.
A Six Day Member is entitled to use the facilities of the Club in the manner set out in the Bye-Laws of the Club.
A Six Day Member may become a Full Member in a manner determined by the Board.

(e) A **Senior Six Day Member** is a person who has been a Six Day Member (and includes, without limitation, a Senior Associate Member before the re-designation of such category as that of Senior Six Day Member) for twenty-five years in aggregate, is over sixty-five years of age on 1 January of the subscription year and who opted for and has been admitted to this category.
Time spent as a Full Member shall count towards the twenty-five year qualification period.
A Senior Six Day Member shall enjoy all the rights and privileges of Six Day membership.

(f) A **Senior Six Day Member (2002)** is a person who on 1 January 2002 was an Associate Member for twenty-five years in aggregate, is over sixty-five years of age and who opted for this category.
A Senior Six Day Member (2002) shall enjoy all the rights and privileges of Six Day membership.

(g) A **Five Day Member** is a person who has been a Full Member or a Six Day Member for fifteen years in aggregate and, on application for this category of membership, is elected to this category by the Board.
A Five Day Member shall be entitled to use the facilities of the Club in the manner set out in the Bye-Laws.

(h) An **Honorary Member** is a person who is elected at each Annual General Meeting on the recommendation of the Board, on the grounds of exceptional service rendered to the Club or of special distinction in the game of Golf or of that person's influential position in local or public life.
An Honorary Member shall enjoy all the rights and privileges of a Full Member.

(i) A **Country Member** is a person who is a golfing member of another recognised golf club; has, prior to commencing being a Country Member been a Full Member, Six-Day Member or Intermediate Member of the Club, resides and, if not retired, is employed primarily at a location more than one hundred and fifty kilometres from the Club's premises and is elected annually or continues to be elected annually as a Country Member at the discretion of the Board.

Notwithstanding the foregoing, Country Members at the date of adoption of these Articles may continue their membership at the discretion of the Board.

(j) A **Temporary Member** is a person who enjoys golfing membership of another recognised golf club and who may be elected by the Board from time to time as a Temporary Member for a period of less than twelve months.

(k) An **Overseas Member** is a person who has been a golfing Member of the Club and who has, prior to commencing being an Overseas Member been a Full Member, Six-Day Member or Intermediate Member, resides and, if not retired, is employed primarily at a location outside of the island of Ireland and is elected annually or continues to be elected annually as an Overseas Member at the discretion of the Board.

Notwithstanding the foregoing, Overseas Members at the date of adoption of these Articles may continue their membership at the discretion of the Board.

(l) An **Intermediate Member** is a person over eighteen years of age and under thirty years of age on 1 January of the subscription year, is elected as an Intermediate Member for one year and is eligible for re-election at the discretion of the Board.

(m) A **Junior Member** is a person over 10 years of age and under 18 years of age on 1 January of the subscription year, is elected as a Junior Member for one year and is eligible for re-election at the discretion of the Board.

(n) A **Pavilion Member** is a person who is elected for one year for the purpose of availing of certain facilities and benefits of Club membership and is eligible for re-election at the discretion of the Board.
The benefits of pavilion membership shall be approved by the Board from time to time.

(o) A Social Member is a person who has previously been a Full Member, a Senior Member, a

Senior Member (2000), a Six Day Member, a Senior Six Day Member, a Senior Six Day Member (2002) or a Five Day Member, is elected for the purpose of availing of the social facilities of the Club, but who shall have no golf playing rights and is eligible for re-election annually at the discretion of the Board.

The rights and privileges of Members respectively elected in any of the above classes or categories are as set out in these Articles, the Bye-Laws and as may be decided by the Board (such decision not being inconsistent with these Articles).

The times at and conditions under which they may play on the course and use the Club facilities are as set out in the Bye-Laws.

4. **ELECTION OF FULL AND SIX DAY MEMBERS**

The election of Full Members and Six Day Members shall be by secret ballot of the Board and shall take place at such times as the Board shall see fit.

A candidate for such membership shall not be elected unless at least four-fifths of the Members of the Board in attendance approve a resolution to elect that candidate following completion of the ballot.

When a candidate has been duly elected for the first time, notice to that effect shall be sent to the candidate, together with a copy of the Bye-Laws.

The Board may appoint a Sub-Committee to examine all or certain classes of applications for membership and bring a short list thereof for consideration to the Board.

5. **ELECTION OF ALL OTHER MEMBER CATEGORIES**

Five day Members are elected by the Board.

Honorary Members are elected and re-elected at each Annual General Meeting.

All other classes or categories of Members (other than categories 2(a) (i) to (vii) are elected by the Board and are subject to re-election annually at the discretion of the Board.

When a candidate has been duly elected for the first time as a Member or to a different class or category of Member a note of the amount of the entrance fee (if any) and relevant subscription shall be sent to the candidate.

6. **NEW MEMBER ADMISSION**

No newly elected candidate or person shall be considered a Member until the entrance fee (if any) and relevant annual subscription shall have been paid.

On paying the entrance fee (if any) and relevant annual subscription each candidate/Member submits to being bound to the Memorandum of Association of the Club, these Articles (as may be amended from time to time), the Bye-Laws and to all other rules and regulations of the Club from time to time.

If any such candidate who has been so elected shall fail to pay the amount of the entrance fee (if any) and relevant annual subscription within one month after receiving such notification as aforesaid, the membership offer to that candidate will terminate.

7. **MEMBER NOMINATION REQUIREMENTS**

(a) A candidate for election as a Full Member must be nominated by three persons who have either Full or Six Day Member entitlements or are Five Day or Honorary Members.

(b) A candidate for election as a Six Day Member must be nominated by three persons who have either Full or Six Day Member entitlements or are Five Day or Honorary Members.

(c) A candidate for election to any other class or category of Member must be nominated by two persons who have either Full or Six Day Member entitlements or are Five Day or Honorary Members.

(d) In all such cases the nominating Member must have been a voting Member of the Club for a period of not less than three consecutive years on the first day of the subscription year in which the nomination occurs.

(e) The completed application form of each such candidate shall be submitted to the General Manager and summary details, namely candidate's name and name of proposers, shall be posted on an appropriate notice board in the Clubhouse and/or posted on the website of the Club for a period of at least fourteen days prior to the date of the ballot/decision on election by the Board.

(f) The Board in its discretion may limit the number of candidates which a Member may nominate for election to the different classes or categories of Members.

8. **HONORARY MEMBERSHIP**

No person shall become an Honorary Member and be relieved of payment of the regular entrance fee or subscription except those elected as Honorary Members at each Annual General Meeting as set down in Article 3(h).

9. **NON-TRANSFER OF MEMBERSHIP/CESSATION OF MEMBERSHIP**

The rights and privileges of a Member shall not be transferable and shall cease on termination by death, resignation in accordance with Article 17 and/or suspension/expulsion in accordance with the Bye-Laws, Code of Conduct and Disciplinary/Complaints Procedures provided for in Article 18.

10. **ENTRANCE FEES AND SUBSCRIPTIONS**

The entrance fees for Members shall be such sums as the Board may from time to time determine. The Board may for special reasons temporarily suspend the payment of entrance fees.

The annual subscription for all classes or categories of Members shall be such sums as may be from time to time recommended by the Board and adopted by resolution passed at an Annual General Meeting or Extraordinary General Meeting of the Club.

No alteration shall be made in the rates of subscription except upon the recommendation of the Board, adopted by resolution passed either at the next ensuing Annual General Meeting or at an Extraordinary General Meeting of the Club convened for such purpose after due notice has been given as prescribed by these Articles.

11. **PAYMENT OF SUBSCRIPTIONS**

All subscriptions are due and payable by relevant Members in advance on 1 January in each year (save where Article 6 applies), or on such other date or dates as may be recommended by the

Board and adopted at the next ensuing Annual General Meeting or by an Extraordinary General Meeting of the Club duly convened for such purpose in accordance with the provisions of these Articles.

The Board shall further have power to determine the manner in which subscriptions shall be payable.

12. **ADDITIONAL SUBSCRIPTIONS/LEVIES**

An additional subscription (or levy) over and above the ordinary annual subscription shall be payable by such classes or categories of Members of the Club as the Board may determine for the purposes of capital projects/works to be carried out on the Clubhouse and lands and premises of the Club and/or for the acquisition of land/property whenever the following conditions have first been complied with:-

(a) the Board have made a recommendation specifying the amount of such additional subscription/levy, its manner and date of payment and such other terms as they may deem necessary; and

(b) the said recommendation has been adopted at an Annual General Meeting or at an Extraordinary General Meeting of the Club convened for that purpose after due notice has been given as prescribed by these Articles.

13. **SUSPENSION/REBATE OF SUBSCRIPTIONS**

The Board shall have power to suspend temporarily the liability of Members for payment of their subscriptions, or rebate part thereof, for exceptional reasons satisfactory to the Board and during such periods of suspension or rebate, their privileges as a Member in that category shall be suspended.

During any such period of suspension, the Board may offer certain Members Social Membership in accordance with Article 3(o).

Any Member wishing to avail of this provision must give notice thereof to the General Manager who shall put the request before the Board having obtained relevant information from the applicant in support of the request.

14. **SUBSCRIPTION ARREARS**

In the event that any subscription related liabilities of a Member are unpaid at any time after three months from the date when same became due and payable, then the Board;

(i) may agree alternative payment arrangements

(ii) may suspend some of the membership privileges pending payment in full of all subscription related liabilities.

(iii) may deem any such Member ineligible to compete in any competition held by the Club or to vote or to take part in any meeting of the Club until all subscription related liabilities are paid.

(iv) may resolve that the Member's membership of the Club shall cease.

15. **ACCOUNTS**

Proper accounts and books of account shall be kept showing the financial affairs, receipts and

disbursements of the Club.

The books of account shall be kept at the Clubhouse and shall always be open to inspection by members of the Board.

16. **AUDITORS SHALL BE APPOINTED**

Auditors shall be appointed and their duties regulated in accordance with the Acts (as amended from time to time), or any statutory modification thereof for the time being in force.

Audited Financial Statements of the Club for the financial year ending on 30 September, or such other date as the Board may from time to time determine, shall be submitted by the Board to each Annual General Meeting ensuing.

17. **RESIGNATION OF MEMBERS**

Any Member may resign membership by giving to the General Manager notice in writing to that effect.
Every such notice, unless otherwise expressed, shall be deemed to take effect immediately following the receipt thereof and the Member shall thereupon cease to be a Member.

18. **POWER OF THE BOARD TO MAKE BYE-LAWS, RULES/REGULATIONS AND APPROVE POLICIES/PROCEDURES**

(a) The Board shall have power from time to time to make, approve, alter and repeal such Bye-Laws, rules and regulations (including code of conduct) as it may deem necessary or appropriate for the conduct of Members and management of the Club and, in particular, but not exclusively, may by such Bye Laws and rules regulate:

(i) the time of opening of any premises belonging to the Club or any part thereof;

(ii) the terms as to the payment or otherwise of the admission of Members to participate in the benefit of any of the privileges of membership and the use by or supply to Members of any of the property of the Club;

(iii) the admission of visitors to the premises and to the benefits of the Club;

(iv) the rules to be observed and stakes to be played for by Members or visitors playing any games on the Club premises;

(v) the prohibition of particular games on the Club premises entirely or at any particular time;

(vi) the conduct of the Members in relation to one another, the Club and the Club employees;

(vii) the setting aside of any part or parts of the Club premises for particular purposes;

(viii) the times at which different classes or categories of Members may play on the course, the number of players in each match and generally regarding the use of the course; and

(ix) generally all such matters as are commonly the subject matter of Club rules and including the closing of the course or any part thereof at such times as the Board may think proper.

(b) The Board shall have power from time to time to make, approve, alter and repeal such policies and procedures as it may deem necessary or appropriate for the management of the Club and, without prejudice to generality of the foregoing, to include issues such as Disciplinary/Complaints Procedures, Health and Safety, Data Protection and the safeguarding of children while on Club property.

19. **COMPOSITION OF BOARD**

Following the adoption of these Articles, the Board and all subsequent Boards thereafter shall consist of the following fourteen (14) persons:

(i) the Men's Captain;

(ii) the Ladies Captain;

(iii) the Men's Vice Captain;

(iv) the Ladies Vice-Captain;

(v) the President;

(vi) the Chair;

(vii) the Finance Director; and

(viii) seven other Company Members;

and the foregoing shall be elected to the Board as follows:

A. Each of (i) to (vii) above shall be officers of the Club and shall together hereinafter be referred to as the "Club Officers" and each a "Club Officer".

The Club Officers shall automatically be appointed to the Board following their election with effect from the Annual General Meeting upon cessation in office of the relevant previous such officers of the Club.

B. Each of the seven Company Members referred to at (viii) above shall be elected at the Annual General Meeting and shall together hereinafter be referred to as "Non Officer Elected Board Members" and each a "Non-Officer Elected Board Member" PROVIDED THAT at least five (5) of the Board Members must at all times be female Members of the Club and at least five (5) of the Board Members must at all times be male Members of the Club.

C. PROVIDED ALWAYS that if a sufficient number of female Members or male Members do not put themselves forward for election as Non Officer Elected Board Members so as to ensure that a minimum number of five (5) Board Members shall be female Members and a minimum number of five (5) Board Members shall be male Members, the Club Officers on the Board, acting by majority decision, may co-opt a female Member or Members or a male Member or Members (as the case may be), to the Board as Non Officer Elected Board Member(s) to make up any such short fall.
Any Member so co-opted shall cease to be a Member of the Board at the date of the next Annual General Meeting.

D. In relation to the election of Non-Officer Elected Board Members, in the event that:

(i) The number and gender of the candidates exactly meet the requirements for

appointments to the Board, then the candidates may be elected by resolution on a show of hands.

(ii) In the event that the number of candidates exceeds the number of vacancies on the Board that such candidates are entitled to fill having regard to the gender balance requirements of this Article 19, then the election of such Members to the Board shall be way of a poll and shall not be decided by a show of hands or by any other means.

20. **TIMING OF APPOINTMENTS TO BOARD**

(a) Each of the Men's Captain, the Ladies Captain, the Men's Vice Captain and the Ladies Vice Captain shall commence their respective appointments to the Board with effect from the Annual General Meeting next following their appointment to such offices by the male Members of the Club in the case of the Men's Captain and Men's Vice Captain and by the female Members of the Club in the case of the Ladies Captain and the Ladies Vice Captain and shall hold such appointment until the following Annual General Meeting.

(b) Each of the President, the Chair and the Finance Director shall commence their respective appointments to such offices and to the Board at the relevant Annual General Meeting and shall hold such appointment until the time of their re-election or election of their respective successors at the immediately following Annual General Meeting.

(c) The President shall not be eligible for election to such office on more than three consecutive occasions.

(d) The Chair and the Finance Director shall not be eligible for election to such offices on more than three consecutive occasions.

21. **TERMINATION OF OFFICE OF DIRECTOR**

(a) The office of Director will be ipso facto vacated if the Director:

(i) dies in office; or

(ii) is adjudged bankrupt or being bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or

(iii) becomes prohibited or disqualified from being a Director by reason of any law or order made under the Acts or ceases to be qualified to be a Director under the Charities Act, or becomes subject to a declaration of restriction made pursuant to Chapter 3 of Part 14 of the 2014 Act; or

(iv) resigns his/her office by notice in writing to the Club; or

(v) is convicted of an indictable offence (other than a motoring offence in respect of which a custodial sentence is not imposed) or is sentenced to a term of imprisonment by a court of competent jurisdiction; or

(vi) is for more than six consecutive months absent without permission of the Board from meetings of the Board (or any Sub-Committee thereof) held during that period and the Board resolves that by reason of such absence he/she has vacated his/her office; or

(vii) is removed from office of Director pursuant to Section 146 of the 2014 Act; or

(viii) is no longer regarded as possessing an adequate decision-making capacity for reasons of health and his/her co-Directors have accordingly resolved that his/her office be

vacated on this ground, or he/she becomes the subject of an order made in Ireland or elsewhere by a court claiming jurisdiction in that regard for his/her detention or for the appointment of a guardian or other person to exercise powers with respect to his/her property or affairs on the grounds, in any such case, of mental disorder or incapacity; or

(ix) undertakes an activity or so conducts himself/herself in such a way as in the opinion of a special majority (in excess of 75% of the other Directors) in their absolute discretion, confirmed by special board resolution, that the interests of the Club would be prejudiced, such a director shall be removed from office by notice in writing served upon the Director.

(b) Each Director shall be required to advise the Board by notice in writing on the occurrence of any restriction or disqualification from being a director of a company.

(c) At each Annual General Meeting following the adoption of these Articles, two of the Non-Officer Elected Board Members elected at previous Annual General Meetings shall retire from office with the persons to retire being those who have been longest in office (in the case of equal seniority the persons to retire shall be chosen by lot).
Members who retire in this manner shall be eligible for re-election in accordance with Article 38. Section 1196 of the 2014 Act shall not apply to the Club.

(d) A Non-Officer Elected Board Member shall only be capable to being appointed to the Board as a Non-Officer Elected Board Member for two successive terms in aggregate and if so appointed shall not be entitled to seek re-appointment to the Board for three years after completing two such consecutive terms unless as a Club Officer.

(e) Any Company Member proposed for election as a Non-Officer Elected Board Member must have been a Company Member/voting Member of the Club for a period of at least three years at the commencement of the year in which the relevant Annual General Meeting occurs.

22. **POWERS TO CO-OPT COMPANY MEMBERS TO BOARD**

(a) The Board shall have power to co-opt a Company Member to be a Member of the Board to fill any vacancy occurring during the year. Any Company Member so co-opted shall cease to be a Member of the Board at the next Annual General Meeting.

(b) In the event that the Chair or Finance Director's membership of the Board is terminated at any time during the year prior to the annual general meeting of the Club, the Board shall have power to appoint a Member of the Board, including a co-opted Member, as interim Chair or Finance Director, as the case may be, for the duration of the year up to the immediately following the annual general meeting of the Club.

23. **RESOLUTIONS AT ELECTRONIC MEETINGS**

(a) All or any Members of the Board (or members of Sub-Committees in the case of any Sub-Committee appointed by the Board), can take part in any meeting of the Board (or Sub-Committee of which that person is a member) by way of Electronic Meeting.

(b) A Member taking part in this way will be counted as being present at the meeting, and an Electronic Meeting will be considered to be a meeting of the Members of the Board (or Sub-Committee), for the purpose of making decisions or passing resolutions.

(c) The provisions of these Articles, in so far as they relate to the summoning of meetings of the Members of the Board (or Sub-Committee), the appointment and powers of a Chair, the

transaction of business, alternates, quorum, voting, adjournment and the keeping of minutes, will apply to an Electronic Meeting as if it were a meeting of the Members of the Board (or Sub-Committee), at which all those taking part were in the physical presence of each other.

(d) Any Director or Sub-Committee Member may participate in a meeting of the Board or Sub-Committee of which he/she is a Member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner will be deemed to constitute presence in person (or, as the case may be, by alternate) at such meeting.

A Director taking part in this way shall be counted as being present at the meeting as if the taking part were in the physical presence of other participants, including for the purpose of determining whether the quorum for the transaction of business exists, and an Electronic Meeting will be considered to be a meeting of the Board of the Club for the purpose of making decisions or passing resolutions.

24. **BOARD MINUTE BOOKS**

The Board shall cause minutes to be made in books provided for the purpose of recording:-

(a) the names of the Members of the Board present at each meeting of the Board; and

(b) all resolutions and proceedings at all meetings of the Board.

25. **MANAGEMENT OF THE CLUB**

(a) Subject to the other paragraphs of this Article 25, the business of the Club shall be managed by the Board who may exercise all such powers of the Club which are not under the Acts or by any statutory modification or re-enactment thereof for the time being in force or by these Articles required to be exercised by the Club in general meeting and no directions given by the Club in general meeting shall invalidate any prior act of the Board which would have been valid if that direction had not been given.

(b) The Board shall meet as and when required.

(c) Subject to paragraph (d), the Board may exercise all the powers of the Club 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 Club.

(d) Any new borrowing of the Club after the date of adoption of these Articles shall require the approval of the Members in general meeting PROVIDED HOWEVER that the Board shall be authorised to negotiate and enter into additional borrowing facilities after the date of adoption of these Articles for and on behalf of the Club ("New Facilities") PROVIDED THAT the aggregate amount of all New Facilities (to the extent that they remain due and outstanding to the lender thereof) shall not be greater than forty per cent (40%) of the accumulated surplus of the Club as disclosed in the Audited Financial Statements of the Club for the financial period immediately preceding the financial period in which the latest of the New Facilities is proposed.

(e) Save as authorised under the foregoing paragraph, the Board shall not have power to dispose of any land or buildings belonging to the Club at any time by sale, exchange, lease or otherwise, without the prior approval by resolution passed at a general meeting of Company Members holding not less than eighty per cent (80%) of all the votes cast at such General Meeting.

26. **QUORUM FOR BOARD MEETINGS**

The quorum necessary for the transaction of the business of the Board may be fixed by the Board at any number not less than five, and unless so fixed shall be five.

27. **DELEGATION OF POWERS TO SUB COMMITTEES**

The Board may delegate any of its powers to Sub-Committees, consisting of such Members as it thinks fit. The Board shall nominate the Chair of all Sub-Committees reporting to the Board and the Chair shall nominate a minimum of one director from the Board to sit on all Sub-Committees so as to liaise with the Board.

Any Sub-Committee so formed, in the exercise of the powers so delegated, shall conform to any regulations that may be imposed on it by the Board.

The quorum necessary for the transaction of the business of a Sub-Committee may be fixed by the Board at any number not less than two and unless so fixed shall be two.

28. **VOTING AT BOARD MEETINGS**

Questions arising at any meeting of the Board, except where otherwise provided for in these Articles, shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chair of the meeting shall have a casting vote.

29. **NOTIFICATION OF BYE LAWS/POLICIES TO MEMBERS**

The Board shall adopt such means as it deems adequate to bring to the notice of the Members of the Club all such Bye Laws and Policies, amendments and repeals thereto that have been approved by the Board and all such Bye Laws and Policies so long as they shall be in force, shall be binding upon the Members of the Club provided that no Bye-Law or Policy shall be made under this power which would amount to such an addition to or alteration of these Articles as could only legally be made by a special resolution passed in accordance with the Acts.

30. **REGULATORY COMPLIANCE**

The Board shall duly comply with the provisions of the Acts, and, in particular, with the provisions in regard to the registration of the particulars of mortgages and charges affecting the property of the Club and created by it and to sending to the Registrar of Companies copies of special resolutions.

31. **INDEMNIFICATION OF BOARD MEMBERS**

Every Member of the Board or any Sub-Committee thereof and any other officer for the time being of the Club holding such position in an honorary capacity and the General Manager shall be indemnified out of the assets of the Club against all losses or liabilities which that person may sustain or incur in or about the execution of the duties of office or otherwise in relation thereto, including any liability incurred by such person in defending any proceedings, whether civil or criminal, in which judgement is given in such person's favour or in which such person is acquitted or in connection with any application under the Acts, in which relief is granted to such person by the Court and no such person shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Club in the execution of the duties of the office or in relation thereto. This Article shall only have effect insofar as its provisions are not avoided by Section 350 of the 2014 Act.

32. **CLUB SEAL**

The Seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two Members of the Board and the General Manager or Chair or such other person as the Board may appoint for the purpose and the said two Members of the Board and General Manager or Chair or other person as aforesaid shall sign every instrument to which the Seal of the Club is so affixed in their presence.

33. **ANNUAL GENERAL MEETING**

The Annual General Meeting of the Club shall be held each year at such time and place as the Board shall determine of which at least twenty one days' notice shall be posted on an appropriate notice board in the Clubhouse and/or posted on the website of the Club and sent to Company Members entitled to receive such notice in accordance with Article 49.

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.

34. **MEMBER VOTING RIGHTS**

Company Members being those classes or categories of Members set out in sub-paragraphs 2(a)(i) to (viii) shall be entitled to receive notice of, and to attend and vote at any general meeting of the Club. Full Members, Senior Members, Senior Members (2000) and Honorary Members shall each have three votes on any resolution proposed at any general meeting of the Club.

Six Day Members, Senior Six Day Members and Senior Six Day Members (2002) shall each have two votes on any resolution proposed at any general meeting of the Club.

Five Day Members shall have one vote on any resolution proposed at any general meeting of the Club.

No other class or category of Member shall have the right to attend and vote at any general meeting of the Club.

35. **ATTENDANCE/VOTING AT MEETINGS**

(a) The Board may, at its discretion, in accordance with all statutory requirements and having regard to government guidelines, call general meetings of the Club which may take place at a designated location and/or attendance by way of Electronic Meeting.

(b) A Company Member taking part in this way will be counted as being present at the meeting as if the taking part were in the physical presence of other participants, including for the purposes of determining whether the quorum for the transaction of business exists, and an Electronic Meeting will be considered to be a meeting of the Company Members for the purpose of making decisions or passing resolutions.

(c) Section 183 of the 2014 Act shall not apply to the Club and voting by proxy at general meetings is not permitted.

36. **BUSINESS AT ANNUAL GENERAL MEETING**

The business to be considered at the Annual General Meeting shall be:

(a) to receive from the Board the Audited Financial Statements for the preceding financial year;

(b) to elect the President, the Chair and the Finance Director (in any relevant year) to office and the relevant Non-Officer Elected Board Members to the Board;

(c) to appoint the Auditors;

(d) to approve Member subscription rates in accordance with Article 10;

(e) to decide upon any resolution which may be duly submitted to the meeting as herein provided or otherwise; and

(f) Any other business

37. **POSTING OF FINANCIAL STATEMENTS**

The Audited Financial Statements shall be posted on an appropriate notice board in the Clubhouse and/or posted on the website of the Club at least fourteen days before the date fixed for the Annual General Meeting.

38. **RESOLUTIONS FOR ANNUAL GENERAL MEETING**

(a) Notice of any resolution to be proposed at the Annual General Meeting and the names of candidates for election as Club-Officers or Non-Officer Elected Board Members with the names of each such candidate's proposers and seconders shall be sent in writing and delivered by hand or sent by post, email or by any other means of electronic communication so as to reach the General Manager not less than ten days before the date fixed for the Annual General Meeting, and the same shall be posted on an appropriate noticeboard in the Clubhouse and/or posted on the website of the Club not less than seven days before such date.

Candidates for election as Club-Officers and Non-Officer Elected Board Members shall require one proposer and one seconder.

39. **EXTRAORDINARY GENERAL MEETINGS**

The Board may call an Extraordinary General Meeting at any time.

The Board shall be bound to do so on receiving a requisition signed by Members holding on the date of the requisition not less than ten percent of the voting rights of all Company Members.

Section 178 of the 2014 Act, or of any statutory modification or re-enactment thereof for the time being in force, shall apply in relation to any such Extraordinary General Meeting.

40. **NOTICE OF EXTRAORDINARY GENERAL MEETINGS**

At least twenty-one days' notice of an Extraordinary General Meeting, specifying the business to be transacted and the day, place, and time of meeting shall be sent to every Company Member in accordance with Article 49 and a copy of such notice shall, for at least fourteen days previous to such meeting, be posted on an appropriate noticeboard in the Clubhouse and/or posted on the website of the Club.

The accidental omission to send such notice to, or the non-receipt of the notice by, any Member shall not invalidate the proceedings at such meetings.

41. **CHAIR OF GENERAL MEETINGS**

At all general meetings of the Club the chair of such meetings shall be the President. In the absence of the President, the chair of any such meetings shall be determined in the following order:

(a) the Chair of the Board;

(b) one or other of the Men's Captain or the Ladies Captain as determined by the Board;

(c) a Company Member elected by the Board.

42. **ALTERATION OF ARTICLES**

None of these Articles may be altered or repealed and no new Article may be adopted, save by special resolution passed in accordance with the provisions of the Acts.

43. **VOTING AT GENERAL MEETINGS**

(a) Save as hereinafter provided, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands (or such other means of establishing support for or opposition to such resolution as may be agreed by the Board) unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

by the chair of the meeting; or

by at least six Members present at the meeting.

(b) Unless a poll is so demanded, a declaration by the chair of the meeting that a resolution, on a show of hands or such other means, has been 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 Club, 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.

(c) The demand for a poll may be withdrawn.

(d) Except as hereinafter provided, if a poll is duly demanded it shall be taken in such manner as the chair of the meeting directs and the result of the poll shall be the final decision of the meeting as to whether or not the resolution has achieved the required number of votes to be passed.

(e) Where there is an equality of votes, whether on a show of hands or such other means or on a poll, the chair of the meeting at which the show of hands or such other means takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

(f) A poll demanded on the election of a person to chair the meeting or on a question of adjournment shall be taken forthwith.

(g) A poll demanded on any other question shall be taken at such time as the chair 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.

44. **PASSING OF RESOLUTIONS AT GENERAL MEETINGS**

Save where a greater majority is provided for by these Articles or required by law, a bare majority shall be sufficient to pass a resolution at a general meeting of the Club and any resolution of any such general meeting shall bind the minority and all Members of the Club.

All business transacted at an Extraordinary General Meeting is special business and the general nature of such business shall be specified in the notice convening such meeting.

45. **QUORUM AT GENERAL MEETINGS**

No business shall be transacted at any general meeting unless a quorum of Company Members is present at the time when the meeting proceeds to business.

Save as herein otherwise provided, the quorum at any general meeting shall be fifty Company Members present.

46. **REFRESHMENTS**

A visitor shall not be supplied with excisable liquor in the Club premises unless on the invitation and in the company of a Member who shall be aged eighteen years and over and that Member shall upon the admission of such visitor to the Club premises, or immediately upon his/her being supplied with such liquor, enter his/her own name and the name and address of the visitor in a book which shall be kept for the purpose and which shall show the date of each visit.

(a) Where Members of a group are visiting the Club for the purpose of:-

(i) taking part in any pastime, sport, game or recreation of the Club; or

(ii) organising, or taking part in the organisation of, or arrangements for, such activity;

intoxicating liquor may be supplied to them at the request and in the presence of an official of the Club on the occasion of the visit.

An official of the Club shall enter the name of the group concerned and the number of persons in it in the book referred to in paragraph (a) of this Article.

In this Article, 'group' means a club (whether registered or unregistered), society or organisation.

(b) No excisable liquor shall be sold or supplied by the Club to any person under the age of 18 years.

(c) No person under the age of 18 years will be allowed into the licensed area of the Club after 9:00 pm. However, a child who is accompanied by his/her parent or guardian may be allowed into the licensed area between the hours of 10:00 am and (12:30 pm on Sunday) and 9:00 pm.

(d) A child who is aged at least 15 years but under the age of 18 years and who is accompanied by his/her parent or guardian may be allowed into the licensed area of the Club on the occasion of a private function at which a substantial meal is served to persons attending the function.

47. No excisable liquor shall be sold for consumption outside the premises of the Club except to Members of the Club, between the hours of 8:00 am in the morning and 22:00 pm at night.

(a)(1) Subject to the exceptions mentioned in Sub-Sections 2 and 3 of Section 56 of the Intoxicating Liquor Act 1927, as amended by Section 26 of the Intoxicating Liquor Act 1988 and Section 5 of the Intoxicating Liquor Act 1995 and substituted by Section 7 of the Intoxicating Liquor Act, 2000 no excisable liquor shall be supplied for consumption on the Club premises to any person (other than a Member of the Club lodging in the Club premises) or be consumed on the Club premises by any person (other than a Member of the Club lodging in the Club premises):

(i) at any time on Christmas Day or

(ii) on any other day, as specified hereunder, outside the hours so

specified in respect of that day:

(iii) on the 23rd December: if it falls on a Sunday before the hour of 10:30 am in the morning or after the hour of 23:30 pm in the evening;

(iv) on the eve of any public holiday (other than Christmas Eve):

(I) if the eve falls on a weekday, before the hour of 10:30 am in the morning or after the hour of 12:30 pm in the morning on the following day; or

(II) if it falls on a Sunday, before the hour of 12:30 pm in the afternoon or after the hour of 12:30 am in the morning on the following day;

(v) on any other Sunday (except a St. Patrick's Day which falls on a Sunday) before the hour of 12:30 pm in the afternoon or after the hour of 23:00 pm in the evening; or

(vi) on St. Patrick's Day before the hour of 12:30 pm in the afternoon or after the hour of 12:30 am in the morning on the following day; or

(vii) on Christmas Eve before the hour of 10:30 am in the morning or after the hour of 11:30 pm in the evening;

(viii) on any other Monday, Tuesday, Wednesday or Thursday before the hour of 10:30 am in the morning or after the hour of 11:30 pm in the evening;

(ix) on any other Friday or Saturday before the hour of 10:30 am in the morning or after the hour of 12:30 am in the morning on the following day.

(a) (2) The hours specified in paragraph (b) of subsection (a)(1) of this Article 42 in respect of any day specified in that paragraph are in addition to the period between 12:00 am midnight and the hour of 12:30 pm in the morning on that day where that period is included in the hours so specified in respect of the eve of that day;

(a) (3) In subsection (1), 'public holiday' has the meaning given to it by the Organisation of Working Time Act, 1997.

(b) No member of the Board and no manager or servant employed in the Club shall have any personal interest in the sale of excisable liquors therein or in the profits arising from such sale.

48. (a) Nothing contained in the Registration of Clubs Acts 1904 to 2008 or imposed only by virtue of the operation of Article 42 shall operate to prohibit the supplying for consumption on the Club premises of excisable liquor to any person for the consumption of excisable liquor on those premises by any person:-

(i) on Christmas Day between 12:00 pm midday and 22:00 pm in the evening; or

(ii) on any other day for one hour after the expiration of any period in respect of that day during which it is lawful for the Club by virtue of Article 42 to supply any excisable liquor for consumption on the Club premises, if in each case the excisable liquor is:

A. ordered by or on behalf of that person at the same time as a substantial meal is so ordered; and

B. consumed by that person during the meal or after the meal has ended;

(b) The Board may alter the specific requirements or restrictions provided for in Articles 42 and 43 above dealing with the supply or consumption of excisable liquor for the purpose of complying with the Licensing Laws, as governed by the State, for the time being in force, or for the purpose of satisfying the requirements of the Members in accordance with such laws.

(c) In addition to the foregoing Rules and Clauses thereof the Clauses and Regulations embodied in the Registration of Clubs Acts 1904 - 2008 and the Acts extending and amending the same shall be deemed Rules of the Club.

49. **NOTICES**

A notice or other document to be given, served or delivered in pursuance of these Articles or otherwise may be given to, served on or delivered to any Member of the Club:

(a) by handing it to the Member or his/her authorised agent;

(b) by sending it by post in a pre-paid cover addressed to the Member at his/her address on record or as notified to the Club; or

(c) by sending it by facsimile, e-mail or by any other means of electronic communication to the number or address or one of the numbers and/or addresses which the Member may have furnished to the Club for the purposes of notices and/or documents being given, served or delivered to him/her PROVIDED that for the purposes of electronic message, notices shall only be capable of being served in such manner where a Member has elected in writing, by e-mail or otherwise to the General Manager to receive notices in such manner.

(d) Where a notice or document is given, served or delivered pursuant to Article 49 (a), the giving, service or delivery shall be deemed to have been effected at the time when it was handed to the Member or his/her authorised agent (as the case may be).

(e) Where a notice or document is given, served or delivered pursuant to Article 49 (b), the giving, service or delivery shall be deemed to have been effected at the expiration of twenty four hours after the cover containing it was posted.

In proving such service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

(f) Where a notice or document is given, served or delivered pursuant Article 49 (c) the giving, service or delivery shall be deemed to have been effected at the time of transmission of the facsimile or electronic message.

In proving such service or delivery, it shall be sufficient to prove that the machine or equipment sending such facsimile or electronic message generated a proper transmission report showing a good transmission of such facsimile or electronic message.

50. **WINDING-UP**

If upon the winding up or dissolution of the Club 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 Club but shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Club 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 imposed on the Club under or by virtue of the income and property clause of the Memorandum

of Association of the Club, such institution or institutions to be determined by the Company Members at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some charitable object.

No amendments shall be made to this Article unless the same shall have been previously approved by the Revenue Commissioners.

51. **MENS GOLF AND LADIES GOLF COMMITTEES**

Male Members of the Club who are also Members of Golf Ireland ("GI") may form a committee, to be called the Men's Golf Committee, for the purpose of regulating golfing activities for male Members of the Club.

The regulation of the Men's Golf Committee shall be set out in the Bye Laws adopted by the male Members at a general meeting of such Members and approved by the Board.

Female Members of the Club who are also Members of Golf Ireland ("GI") may form a committee, to be called the Ladies Golf Committee, for the purpose of regulating golfing activities for female Members of the Club.

The regulation of the Ladies Golf Committee shall be set out in the Bye Laws adopted by the female Members at a general meeting of such Members and approved by the Board.

For all purposes the Men's Golf Committee and the Ladies Golf Committee shall be subordinate to the Board.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

DAVID WILLIAMSON ALEXANDER,
5 St. James Terrace
Clonskeagh
Co. Dublin
Gentleman

THOMAS FRAZER MATHESON,
37, Pembroke Park
Dublin
Gentleman

WILLIAM DUNLOP ROBERTSON,
43, Highfield Road,
Rathgar
Civil Engineer

SAMUEL McALLISTER,
47, Brighton Square,
Rathgar
School Teacher

HENRY JOSEPH RICHARD DIGGES,
9, Eglinton Road, Donnybrook.
Manager, Eason and Son Ltd.

PATRICK CORNEILLE STEWART ROBERTS,
"Louisville" Kenilworth Park,
Rathgar
Clerk, G.S. and W. Rly.

ALEXANDER MENZIES,
17, Kimmage Road, Harolds Cross
Manager, William Preston and Co, Ltd.

Dated 17 December 1917 .

Witness to the above Signatures:

ROBERT POWELL, Solicitor,
19, Upper Ormond Quay, Dublin