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Schedule 10

FORM OF CONSTITUTION OF COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

The Association of Irish Riding Clubs Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

1.The name of the company is: The Association of Irish Riding Clubs Company Limited by Guarantee

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

3. The objects for which the company is established are- to promote, develop and encourage the observance of the highest standards of quality and performance in the organisation and administration of riding clubs and the provision of services and facilities ancillary or incidental thereto: to represent and express in a recognised, authoritative and co-ordinated manner the views of members in all matters pertaining to the best interests of horse-riding clubs generally: to consider, discuss and do all matters and things for the benefit of all persons who engage in horse-riding activities through riding clubs: to liaise, consult and co-operate with any other person or body having similar or associated interests: to promote the study, practice and knowledge of principles and methods, relating to equitation matters generally, and, in furtherance of these matters, to employ teachers and instructors, to give, provide, or arrange for the holding of examinations, competitions, shows exhibitions, classes, lectures, training facilities, conferences and public meetings and to give certificates, awards, endowments, grants or bonuses: to do all such other things as are incidental or conducive to the attainment of the above object.

4. The liability of the members is limited.

5. Every member of the company undertakes to contribute to the assets of the company, If the company is wound up while he or she is a member or is wound up within one year After the date on which he or she ceases to be a member, for-

(a) the payment of the debts and liabilities of the company contracted before he or she ceases to be a member and the costs, charges and expenses of winding up and
(b) the adjustment of the rights of contributories among themselves, such amount as may be required, not exceeding €1.269738

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STANDARD CLAUSES REQUIRED IN THE GOVERNING INSTRUMENT OF A BODY SEEKING EXEMPTION FROM TAX AS BEING ESTABLISHED FOR CHARITABLE PURPOSES ONLY

6. **INCOME AND PROPERTY**

The income and property of the company shall be applied solely towards the promotion of its main object(s) as set forth in this Memorandum of Association. No portion of the company income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the company. No Director shall be appointed to any office of the company paid by salary or fees, or receive any remuneration o other benefit in money or money's worth from the company. However, nothing shall preven

any payments in good faith by the company of:

a. reasonable and proper remuneration to any member or servant of the company for any services rendered to the company,
b. interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the company to the company,
c. reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company,

d. reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the company,
e. fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company.

7. **ADDITIONS, ALTERATIONS OR AMENDMENTS**

No addition, alteration or amendments shall be made to or in the provisions of the Memorandum of Association for the time being in force unless the same shall have been previously submitted to and approved in writing by the Revenue Commissioners.

8. **WINDING UP**

If upon the winding up or dissolution of the company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of its it's or their income and property among it's or their members to an extent at least as great as is imposed on the company under or by virtue of Clause 6 hereof. Members of the company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object.

9. **KEEPING OF ACCOUNTS**

Annual accounts shall be kept and made available to the Revenue Commissioners on request.

1 In these Articles (unless there be something in the subject or context inconsistent therewith):-

"Administrator"	means a person engaged in the day to day organisation of the affairs of the Association. It may be a full-time, part-time, paid or unpaid position, at the discretion of the Executive. The Administrator may be a Riding Club Member (as defined below) and may attend Executive and National Committee Meetings, but shall not be eligible to sit on the Executive, and consequently shall not vote at any meeting of same;
"Appeals Committee"	means the committee referred to at Article 53 herein;
"Association"	means the above named Association;
"Executive"	means the body referred to at Article 36 herein;
"National Committee"	means the committee referred to at Article 48 herein;
"Office"	means the registered office for the time being of the Association;
"Referrals and Discipline Committee"	means the committee referred to at Article 52 herein;
"Region"	means each of the regions as determined by the National Committee from time to time;
"Regional Representative"	means each of the three (3) representatives nominated annually by each Region under the rules laid down by the Association from time to time;
"Riding Club"	means any body, organisation or group approved by the Association as a Riding Club within the rules laid down by the

Association from time to time. A Riding Club will become affiliated to the Association upon submission by the secretary of the riding club of the club registration form and subsequent submission on an annual basis of the Club Registration renewal form together with any other documents or fees that the Executive might decide from time to time are necessary to be submitted on an annual basis to the National Office of the Association and upon the acceptance and date stamping of same by National Office. The forms shall contain the details of the Clubs and will be available from National Office.

"Riding Club Member" means a fully paid up member for whom details, (on an official membership application form), and an annual subscription fee have been received, accepted, date stamped and subsequently processed by the Association's National Office, said details and affiliation fee having been forwarded to National Office by the Secretary/Administrator of a Riding Club which is affiliated to the Association under the rules laid down by the Association from time to time. The said details and affiliation fee shall have been received by the A.I.R.C. affiliated Riding Club Secretary/Administrator from the member before that Secretary/Administrator processed same for their own Club records and forwarded same to National Office. Riding Club Members can be 'riding' or 'non-riding' members as defined in the rules of the Association.

"Seal" means the Common Seal of the Association; and

"Secretary" means any person appointed to perform the duties of the Secretary of the Association.

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

3. Unless the contrary intention appears, words or expression contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force.

4.

(a) There shall be three classes of membership of the Association, that is to say, ordinary, associate and honorary.

(b) Ordinary membership shall be limited to the one nominated representative of each Riding Club affiliated to the Association approved from time to time by the Association and the persons referred to in Article 5. Ordinary members during the continuance of their membership of the Association shall be entitled to exercise all the rights and privileges (including the voting rights) set forth in these Articles.

(c) Associate membership shall be bestowed upon all persons who become and are members of a Riding Club which is affiliated to the Association. Associate members

shall be entitled to receive notice of and attend but shall not be entitled to vote at general meetings of the Association.

(d) Honorary members shall be such persons as the Executive may from time to time elect to honorary membership of the Association. Honorary members shall be entitled to receive notice of and attend but shall not be entitled to vote at general meetings of the Association or to stand for election to any office in the Association or membership of the National Committee.

5. The subscribers to the Memorandum of Association and such other persons, partnerships or bodies corporate as shall be admitted to ordinary membership in accordance with these Articles shall be ordinary members of the Association and shall be entered in the register of members accordingly.

6. Only one individual may be registered as a member of the Association in respect of any one annual membership subscription.

7. The annual and other subscriptions or other fees (if any) payable by members of the Association shall be such as the Executive may from time to time prescribe.

8. The rights and privileges of a member of the Association shall not be transferable. Membership shall cease upon death, expulsion as per article 57 below, or upon failure in any year to pay the annual membership subscription for the time being in force within one calendar month from the date upon which a request for payment is made.

9. An individual suffering from a disability of any kind to the extent that they cannot partake in the activities of the Association without a very real and substantial risk of harm to themselves or others due to the extent of the disability suffered by them despite reasonable accommodation having been made for such a person by the Association, and/or an individual who is suffering from a disability to the extent that it renders them incapable of entering into a contract, will not be admitted to membership of the Association.

   Any individual who is already a member of the Association and who begins to suffer from a disability, or whose existing disability worsens, to the extent of the disabilities outlined above will have their membership suspended until such a time as their condition improves to the extent that their disability no longer poses a threat of harm to themselves or other member of the society and/or that they are once again capable of entering into a contract. If such an individual's condition should not improve to the required extent, their membership of the Association will cease.

   The Association is aware of the terms of the Equal Status Act 2000-2010 and endeavours to treat all of its members and applicants for membership equally and will have regard to the contents of the Act at all times.

10. Every member shall be bound to further to the best of his ability the objects, interests and influence of the Association and shall observe and comply with all bye-laws of the Association made pursuant to the powers in that behalf hereinafter contained.

GENERAL MEETINGS

11. All general meetings of the Association shall be held in the State.

12. The Association shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Association and that of the next.

13. All general meetings other than annual general meetings shall be called extraordinary general meetings.

14. The Executive may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the State sufficient members of the Executive capable of acting to form a quorum, any Executive member or any two members of the Association may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Executive.

NOTICE OF GENERAL MEETINGS

15. Subject to Sections 133 and 141 of the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days notice in writing at the least, and a meeting of the Association (other than an annual general meeting or meeting for the passing of a special resolution) shall be called by 14 days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day on which it is given and shall specify the place, the day, and the hour of meeting and in the case of special business, the general nature of that business and shall be given in manner hereinafter mentioned to such persons as are under these Articles entitled to receive such notices from the Association.

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

PROCEEDINGS AT GENERAL MEETINGS

17. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts, balance sheets and the reports of the Executive and Auditors, the election of President and Vice-President of the Association, the election of the Executive, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.

18. No business shall be transacted at any general meeting unless a quorum of ordinary members is present at the time when the meeting proceeds to business; save as herein otherwise provided, 25% of the ordinary members present in person shall be the quorum. A further 25% of proxy votes must be obtained from clubs not present in order for a vote to be taken on any resolutions.

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

quorum is not present within half an hour from the time appointed for the meeting, the ordinary members present shall be a quorum.

20. The President of the Association or his/her nominee (such nomination having been received by the Secretary/Administrator in writing 24 hours in advance of the meeting) shall preside as Chairman at every general meeting of the Association; if he/she is not present within 15 minutes after the time appointed for the holding of the meeting the Executive shall elect one of their number to be Chairman of the meeting.

21. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting. Only members present at the original meeting may vote, although all members may attend.

22. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show or hands) demanded:-

    (a) by the Chairman; or

    (b) by at least five ordinary members present in person or by proxy and entitled to vote; or

    (c) by any ordinary members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the ordinary members.

    Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or drawn against such resolution. The demand for a poll may be withdrawn.

23. Except as provided in Article 25, if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

24. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman 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.

25. A poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTES OF ORDINARY MEMBERS

26. Every ordinary member shall have one vote.

27. No ordinary member shall be entitled to vote at any general meeting unless the appropriate membership fee due to the Association has been paid.

28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

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

30. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing, or, if the appointor is a body corporate either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Association, but must be a Riding Club Member (as defined above) of a club in the Region from whom the proxy has been received, unless such proxy is made in favour of the Chairman.

31. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the state as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 48 hours before the time appointed for the taking of a poll, and in default the instrument of proxy shall not be treated as valid.

32. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

THE ASSOCIATION OF IRISH RIDING CLUBS LIMITED

I/We,

In the County of being a

Member/members of the above named Association,

hereby appoint

of

or failing him

of as my/our proxy to vote

for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general

meeting of the Association to be held on

the day of 20 and at any adjournment thereof.

Signed this day of 20

1* This form is to be used 2* in favour of/against the resolution.

Unless otherwise instructed, the proxy will vote as he thinks fit.

1 * Delete if proxy is made out in favour of Chairman.

2* Strike out whichever is not desired.

33. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

34. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Association at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS

35. Any body corporate (or partnership) which is a member of the Association may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Association, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate (or partnership) which he/she represents as that body corporate could exercise if it were an individual member of the Association. Such authorisation shall be valid for one year from date of granting same, and if a proxy is to be valid it must satisfy the conditions in paragraph 30 above.

THE EXECUTIVE

36. The Executive shall be an eight-member committee that will be selected from amongst the members of the National Committee and will be appointed by the National Committee.

    (a) Members of the Executive will rotate on an Annual basis. No more than three members of the Executive will retire annually and the National Committee shall at every Annual General meeting of the Association not elect more than three (3) members of the National Committee to the Executive to replace those members who have retired in any given year. Voting shall be by secret ballot.

    (b) The President and the Vice President shall be honorary members of the Executive. Honorary Directors so long as they hold office as President or Vice President shall be entitled to receive notice of and to attend at meetings of the Executive but shall not be entitled to vote on any matter put before the Executive.

37. No person shall receive any remuneration for acting as a member of the Executive or as a member of a committee of the Executive, but the Executive may pay to any of its members any reasonable out-of-pocket expenses which such member on the authority or with the sanction of the National Committee, but not otherwise, may incur in or about the ordinary business of the Association.

POWERS AND DUTIES OF THE EXECUTIVE

38. The business of the Association shall be managed by the Executive who may pay all expenses incurred in promoting and registering the Association and may exercise all such powers of the Association as are not by the Act or by these Articles required to be exercised by the Association in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions as may be given by the Association in general meeting shall invalidate any prior act of the Executive which would have been valid if that direction had not been given.

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

40. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Association, 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 Executive shall from time to time by resolution determine, such person to be termed the treasurer of the Association, and td be elected by the Executive members in an annual general meeting, such election to take place on an annual basis.

41. The Executive shall cause minutes to be made in books provided for the purpose:-

    (a) of all appointments of officers made by the Executive;

    (b) of the names of the Executive members present at each meeting of the Executive and of any committee of the Executive;

    (c) of all resolutions and proceedings at all meetings of the Association and of the Executive and of committees of the Executive.

DISQUALIFICATION OF MEMBER OF THE EXECUTIVE

42. The Office of Executive member shall be vacated if the Executive member:-

    (a) is adjudged bankrupt in this State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or

    (b) becomes prohibited from being a Executive member by reason of any order made under Section 184 of the Act; or

    (c) becomes of unsound mind; or

    (d) resigns his office by notice in writing to the Association; or

(e) is convicted of an indictable offence other than an offence under the Road Traffic Acts, 1961 - 1995 or any Act amending or extending the same, unless the Executive otherwise determine; or

(f) if he is directly or indirectly interested in any contract with the Association and fails to declare the nature of his interest in the manner required by Section 194 of the Act.

VOTING ON CONTRACTS

43. A member of the Executive may not vote in respect of any contract in which he/she is interested or any matter arising thereout.

CASUAL VACANCIES IN THE EXECUTIVE

44. Election to the Executive is valid for 3 years; in the event of a member of the Executive retiring or otherwise becoming ineligible to hold the position, the National Committee may nominate a replacement who shall be a member of the Executive for the unexpired term of the member who has retired or become ineligible to hold the position.

PROCEEDINGS OF THE EXECUTIVE

45. The quorum necessary for the transaction of the business of the Executive may be fixed by the Executive, and unless so fixed shall be six.

46. The Executive shall meet not less than twice during the period of time elapsing between one annual general meeting and the next following annual general meeting of the Association.

47. Meetings of the Executive (other than the two meetings referred to in Article 46) may be convened at any time upon the requisition of two-thirds of the members of the Executive present or by the National Committee.

NATIONAL COMMITTEE

48. The National Committee shall comprise the Regional Representatives and the members of the Executive.

49. The National Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

50. In the event of a Regional Representative retiring or otherwise becoming ineligible to sit on the National Committee, the Region represented by that member may nominate a replacement.

BYE-LAWS OF THE ASSOCIATION

51. If the Executive shall consider that it is desirable in the furtherance of the objects of the Association to make, vary, amend or add to bye-laws or regulations governing the conditions

of membership or any other matter or thing within the scope of the Association's powers under its Memorandum and Articles of Association, a copy of the proposed bye-laws or regulations (or such variations, amendments, or additions as may be proposed) shall be sent by post or electronic mail to every member of the Association and the same shall be binding upon the members of the Association at the expiration of 21 days from the date of posting or sending by electronic mail unless prior to the expiration of that time an extraordinary general meeting of the Association shall have been requisitioned by notice or notices in writing addressed to the Secretary signed by not less than twenty five per cent of the members of the Association entitled at the date of posting or sending aforesaid to vote at general meetings of the Association. Provided that no bye-law or regulation shall be made which would amount to such an addition to or alteration of these Articles of Association as could only legally be made by Special Resolution of the Association passed in accordance with the Act.

THE REFERRALS AND DISCIPLINE COMMITTEE

52. The Referrals and Discipline Committee shall consist of a panel comprising of eight members, five of whom shall be ordinary or associate members of the Association and shall be appointed by the National Committee at its first annual meeting. The remaining three members will also be appointed by the National Committee at its first annual meeting, (the National Committee having received such persons' agreement), and will be either a.) members of the legal profession or b.) qualified mediators and will have no connection with the Association or its members. Where a Referrals and Discipline hearing is to be convened, the Executive Committee shall select three members from the abovementioned eight member panel to sit at the hearing. At least one of the members selected to sit at the hearing will be such a panel member who is also an ordinary member or associate member of the Association and at least one of the panel members selected shall be an independent member of the committee, i.e. those committee members who are either a member of the legal profession or a mediator and who are completely independent of the Association. The Executive Committee shall appoint the chairperson of the hearing from amongst these three individuals. Panel members of the committee will retire on a rotational basis as outlined below and will be eligible for re-election. Where a member of the committee retires or leaves the Referrals and Discipline Committee for any reason before the end of their term, the National Committee shall appoint a member of the Association to sit on the committee until the next meeting of the National Committee whereupon a replacement will be appointed. The Referrals and Discipline Committee will have the power to hear all matters relating to discipline and complaints within the Association and to hand out penalties where necessary as outlined in the rules of the Association. The Referrals and Discipline Committee will deal with all matters of a disciplinary nature referred to it and any other matter as shall be laid out in the Association's rules and bye-laws from time to time.

Rotational Retirement

As mentioned above, members of the Referrals and Discipline Committee will retire from office on a rotational basis at the first annual meeting of the National Committee to which the members of the Referrals and Discipline Committee will be invited for this purpose. The committee members will be eligible for re-appointment or election upon retiring. In the first year of the operation of this article one member of the committee who is also an ordinary or associate member of the Association, (non-independent), and one member who is independent of the Association will retire and this will be decided by drawing lots. Two new

appointments will be made to replace the retired committee members. In the second year of the operation of this article a further one member of the committee who is also an ordinary or associate member of the Association, (non-independent) and one member who is independent of the Association will retire and in the third year one further member of the committee who is also an ordinary or associate member of the Association, (non-independent), and one further member who is independent of the Association will retire and again this will be decided by drawing lots and the committee members will be replaced as outlined per year one above.

Thereafter, one independent member of the committee and two members who are also ordinary or Associate members of the Association, (non-independent), will for the time being retire from office annually at the first meeting of the National Committee but will, as above, be eligible for re-appointment or re-election. The committee members to retire shall be those who have been longest in office in their respective committee membership class, (independent/non-independent) since their last appointment or election. As between members who were elected to the committee on the same day, those to retire shall, failing agreement amongst themselves, be determined by lot.

THE APPEALS COMMITTEE

53. Means the committee that shall be appointed by the National Committee at its first meeting of each year and will comprise of a panel of eight persons. These persons will be either a.) a member of the legal profession, i.e. a barrister, solicitor or Judge or b.) a qualified mediator and will be completely independent from the Association having no ties to same or to any of its members or associate members. Where an Appeal hearing is to be convened, three members of the Appeals Committee will sit at such a hearing, (three being the quorum for such a hearing), and the Executive Committee will select these three members and appoint one of the three as chairperson for the purposes of the hearing. Members of the committee will retire annually on a rotational basis as outlined below. Where a member of the committee retires before the end of their term, the Executive Committee will appoint a suitable replacement. The Appeals Committee shall deal with any Appeals of decisions of the Referrals and Discipline committee and any other matter as shall be laid out in the Rules and bye-laws of the Association from time to time.

Rotational Retirement

As mentioned above, members of the Appeals Committee will retire from office on a rotational basis at the first annual meeting of the National Committee to which the members of the Appeals Committee will be invited for this purpose. The committee members will be eligible for re-appointment upon retiring. In the first year of the operation of this article two members of the committee will retire and this will be decided by drawing lots. Two new appointments will be made to replace the retired appointed committee members. In the second year of the operation of this article a further two appointed committee members will retire and in the third year a further two appointed committee members will retire and again this will be decided by drawing lots and the committee members will be replaced as outlined per year one above.

Thereafter, two appointed members of the committee will for the time being retire from office annually at the first meeting of the National Committee but will, as above, be eligible for re-appointment. The appointed members to retire shall be those who have been longest

in office as appointed members since their last appointment. As between members who were appointed on the same day, those to retire shall, failing agreement amongst themselves, be determined by lot.

REMOVAL OF COMMITTEE MEMBERS BEFORE THE END OF THEIR TERM OF OFFICE

54. The Association may by ordinary resolution of which extended notice has been given in accordance with section 142 of the Companies Act 1963 remove any member of the Referrals and Discipline Committee or Appeals Committee or any other Committee of the Association before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Association and such Committee member.

PROCEEDINGS OF THE REFERRALS AND DISCIPLINE COMMITTEE AND THE APPEALS COMMITTEE

55. Any member who shall fail in observance of any of the Articles or bye-laws of the Association may be referred to the Referrals and Discipline Committee. Disputes and complaints may also be referred to this committee. The rules governing the proceedings of the Referrals and Discipline Committee shall be set out in the Rules of the Association.

56. Any member who is dissatisfied with a decision made at first instance by the Referrals and Discipline Committee shall have a right of Appeal to the Appeals Committee. The Rules governing the proceedings of the Appeals Committee shall be set out in the Rules of the Association.

EXPULSION

57.

a) The National Committee shall, upon referral of a member by the Referrals and Discipline Committee and/or the Appeals Committee and subject to the provisions of the following sub-paragraph (b.), have power by special resolution passed by three quarters of the members present and voting at a meeting specially convened for the purpose to expel any member whose conduct in the opinion of such a majority makes him no longer acceptable to the Association.

b) A member whose conduct is to be taken into consideration by the National Committee under the provisions of the foregoing sub-paragraph (1.) shall receive fourteen days notice in writing of the special meeting mentioned above forwarded to him by post to his last known address or by electronic mail to his last known email address and the same notice period will also be given to the secretary of the affiliated Riding Club to the address of said Riding Club of which he is a member. The member may attend the meeting and make representations to the committee but shall not be present at the voting or take further part in the proceedings otherwise than as the Committee shall permit. The member in question may also, or in the alternative, submit a written statement to the special meeting of the National Committee which shall be taken into consideration.

c) Any member who should be expelled from the Association shall forfeit all claim to a return of the money paid by him to the Association on his admission as a member thereof, or by way of annual subscription, as the case may be, and shall cease to be a member of the Association.

PRESIDENT AND VICE-PRESIDENT

58. At every annual general meeting there shall be an election for the offices of President and Vice-President of the Association respectively. Persons eligible for election as President and Vice-President must be existing members of the Association.

59. The President shall hold office until the election of his successor at the next annual general meeting. The President shall be eligible for re-election to office.

60. The Vice-President shall hold office until the election of his successor at the next annual general meeting. The Vice-President shall be eligible for re-election to office.

SECRETARY

61. The Secretary shall be appointed by the Executive for such term and upon such conditions as they think fit but any Secretary so appointed (whether paid or unpaid) may be removed from office at any time before the expiration of such term. In the case of any appointment of a paid Secretary the remuneration shall be determined by the Executive.

62. The Executive shall provide for the safe custody of the seal and the seal shall be used only by the authority of the Executive and every instrument to which the seal shall be affixed shall be signed by a member of the Executive and shall be countersigned by the Secretary or by some other person appointed by the Executive for the purpose.

ACCOUNTS

63. The Executive shall cause proper books of account to be kept relating to:-

(a) all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place;

(b) all sales and purchases of goods by the Association;

(c) the assets and liabilities of the Association.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Association's affairs and to explain its transactions.

64. The books of account shall be kept at the office, or subject to Section 147 of the Act, at such other place as the Executive think fit and shall at all reasonable times be open to the inspection of the members of the National Committee.

65. The Executive shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of members not being National Committee members and no member (not being a National Committee member) shall have any right to inspect any account or book or documents of the Association except as conferred by statute or authorised by the Executive or by the Association in general meeting.

66. The Executive shall from time to time in accordance with Section 148, 150, 167 and 158 of the Act cause to be prepared and to be laid before the annual general meeting of the Association such profit and loss accounts, balance sheets, group accounts and reports as are required by those sections to be prepared and laid before the annual general meeting of the Association.

67. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Association together with a copy of the Executive's report and Auditor's report shall, not less than twenty-one days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Act to receive them.

AUDIT

68. Auditors shall be appointed and their duties regulated in accordance with Sections 160 to 163 of the Act.

NOTICES

69. A notice may be given by the Association to any member either personally or by sending it by post or by electronic mail to him to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty-four 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.

70. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-

    (a) every member of the Association; and

    (b) the Auditor for the time being of the Association.

    No other person shall be entitled to receive notices of general meetings.

WINDING UP

71. The provisions of Clause 7 of the Memorandum of Association in relating to winding up or dissolution shall have effect and be observed as if the same were repeated in full in these presents.

We, the several persons whose names, addresses are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Edward Joseph Fowler, 17 Friarsland Road, Dublin 14, Product Adviser

Edna Mary Guthrie, 11 Clareville Road, Dublin 6, Housewife

Eileen Amelia Lanigan O'Keeffe, Glen Lodge, Tara, Co. Meath

Helen Mary Mangan, 146 Ardmore Park, Bray, Co. Wicklow, Housewife

Carl Adrian Geisler, 380 Green Park, Clondalkin, Dublin 22, Company Director

Philip John Kirwan, Tirmaghan, Donadea, Naas, Co. Kildare, Sales Rep.

Paul Joseph Lindsay, Rathowen House, Rahoonbeak, Collinstown, Co. Kildare, Army Officer

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Dated the 21st day of May, 1984.

Witness to the above Signatures:-

H J Roundtree
Solicitor
William Fry & Sons
Fitzwilton House
Wilton Place
DUBLIN 2

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Edna Mary Guthrie, 11, Clareville Road, Dublin 6, Housewife.
Eileen Amena Lanigan-O'Keeffe, Glen Lodge Tara, Co. Meath, Housewife.
Helen Mangan, 146, Ardmore Park, Bray, Co. Wicklow, Housewife.
Carl Adrain Geisler, 380 Green Park, Clondalkin Dublin 22, Company Director.
Philip John Kirwan, Tinnoghar, Doneda, Rathangan, Co. Kildare, Sales Rep.
Paul Joseph Lindsay, Rathsallagh House, Rathsallagh, Colbinstown, Co. Kildare, Army Officer.

Dated the 21st day of May 1984

Witness to the above Signatures:-

H.J. Roundtree,
Solicitor
Wm. Fry & Son
Fitzwilton House,
Wilton Place,
Dublin 2.