

# IRISH FOOTBALL ASSOCIATION LIMITED



## MEMORANDUM OF ASSOCIATION

*Updated in 14 December 1908*

**THE COMPANIES ACTS 1908-1917**  
**COMPANY LIMITED BY GUARANTEE**  
**MEMORANDUM OF ASSOCIATION OF THE**  
**IRISH FOOTBALL ASSOCIATION LIMITED**

1. The name of the Association is "THE IRISH FOOTBALL ASSOCIATION LIMITED".
2. The Registered Office of the Association will be in Northern Ireland.
3. The objects for which the Association is established are:
  - (1) To acquire and take over the properties and liabilities, and to effectuate and carry into execution the powers, obligations, duties, and general objects of the present Irish Football Association.
  - (2) To promote, foster, and develop, in all its branches, the game of Association football, and to take all such steps as may be deemed necessary or advisable for preventing infringements of the rules of the game, or other improper methods or practices in the game, and for protecting it from abuses.
  - (3) To make adopt, vary, and publish rules, regulations, bye-laws, and conditions for the regulation of the said game or otherwise, and to take all such steps as shall be deemed necessary or advisable, for enforcing such rules, regulations, bye-laws and conditions.
  - (4) To promote, provide for, regulate, and manage in all or any of the required details or arrangements including any arrangements for the benefit of associations or clubs, football competitions, contests, and matches, international or otherwise in Northern Ireland or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, convenience, or benefit of players and of the public, or of any other persons concerned or engaged in such competitions, contests, or matches.
  - (5) To accept, take over, or otherwise acquire all such cups, shields, and other prizes as may be approved by the Association, and to provide for the proper custody, insurance, protection exhibition, awarding, distribution, or loan of or other dealings with all or any of the same.
  - (6) To provide for, make, and vary all such rules, regulations, and bye-laws as to amateur and professional players as the Association may from time to time determine.
  - (7) To provide by rules, regulations, and bye-laws, or otherwise, for deciding and settling all differences that may arise between football associations, clubs, or players, or any persons who are members of, or are employed or engaged by, any such associations or clubs, or any other persons in reference to due compliance with the laws of the game, or the rules, regulations or bye-laws of the Association, or to contracts or to any other matter of dispute or difference arising between such associations, clubs, or persons, or any of them, and whether this Association is concerned in such dispute or difference or not, and to such provisions for enforcing any award or decisions the Association shall think fit.
  - (8) To co-operate with or assist any football association or club in any way which the Association shall think, proper, and to enter into or adopt any agreement or arrangement with such Association or club.
  - (9) To co-operate with the International Football Association Board in all matters relating to International and other competitions, or otherwise relating to the game of football, or the rules or regulations affecting the same.
  - (10) To purchase, lease, or otherwise acquire any real or personal property or any estate of interest whatever is the same respectively, which may be necessary for or calculated to promote or assist in the promotion of any of the objects of the Association.
  - (11) To build, construct, maintain, alter, remove or rebuild any buildings, offices, and dwelling houses, and to clear sites for the same, or to join with any person, firm, or company

in doing any of the things aforesaid, and to work, manage, and control the same, or join others in so doing.

(12) To acquire, lay out, improve, hold, use, or turn to account in any way football grounds, or other athletic grounds, with all such pavilions, buildings, erections and basements, and with all necessary fittings and accessories as the Association may deem advisable.

(13) To promote, support, or assist in all or any athletic contests or sports for which any property of the Association may be available, or which may be determined on or approved by the Association.

(14) To improve, develop, manage, mortgage, let, sell, dispose of, or otherwise deal with all or any part of the real, or personal property and the rights of the Association, and to turn the same to profit and advantage in any way that the Association may deem advisable.

(15) To act as trustees for any associations or clubs, and as such trustees to hold any real or personal property upon such trusts, and with and subject to such powers and provisions as may be approved by the Association.

(16) To invest and deal with the moneys of the Association not immediately required upon such securities and in such manner as may from time to time be thought fit by the Association.

(17) As an object of the company or as a power incidental to any of its other objects to engage in currency exchange and interest rate transactions, including but not limited to dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to, or derived from any of the foregoing whether for the purpose of making a profit or avoiding a loss or managing a currency or interest rate exposure or any other exposure or for any other purpose.

Provided that:-

(i) the objects set out in any paragraph of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set out in such paragraph or from the terms of any other paragraph or by the name of a company; none of such paragraphs or the object or objects therein specified shall be deemed subsidiary or ancillary to the objects mentioned in any other paragraph, but the company shall have full power to exercise all or any of the powers and to achieve and endeavour to achieve all or any of the objects conferred by and provided in anyone or more of said paragraphs.

(ii) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any firm, partnership, association or other bodies of persons, whether incorporated or not incorporated, and whether resident, domiciled, incorporated, registered, or carrying business in the state or elsewhere.

(18) To lend and advance money or give credit to such persons and on such terms as may be thought fit by the Association and in particular to members of and persons dealing with or associated with the Association.

(19) To borrow or raise money in such manner as the Association shall think fit.

(20) To support and subscribe out of the funds of the Association to any charitable, public or other objects which the Association shall deem advisable, to take over, set aside, or provide for a benevolent fund, and to grant or continue pensions, annuities, compensations, or other awards or benefits in money or otherwise to players or other persons disabled or superannuated or otherwise requiring assistance, or to widows or orphans of or other persons dependent wholly or partially on any players or other persons who may die or be disabled or be otherwise incapacitated from earning a living, or who may be, in the opinion of the Association, deserving of having such assistance rendered.

(21) To subscribe out of the funds of the Association to any fund, club or institution, charitable or otherwise, in such manner as the Association may deem advisable.

(22) To amalgamate, or co-operate with any association club, or body having all or any of their objects similar to any of the objects of the Association.

(23) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, and other instruments, so as to be negotiable or transferable by delivery, or to order, or otherwise.

(24) To effect insurance against risk of loss to the Association, or against risk or accident to any servants of the Association in the course of their employment by the Association, and to pay premiums on any such insurance.

(25) To pay all, or any, expenses incurred in connection with the formation and incorporation of the Association.

(26) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest or securities of, any other Association having objects altogether, or in part, similar to those of the Association or carrying on any business which may directly or indirectly assist any business carried on by this Association.

(27) To distribute among the members of the Association in kind or in specie, all or any property of the Association.

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

4. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a member or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceased to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding five shillings. We the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

# **NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

ALEXANDER H. THOMPSON, of North-East Association  
27 Melrose Street, Belfast – Upholsterer

JAMES M. WILTON, of North-West Association  
Marlborough Avenue, Londonderry – Solicitor's Apprentice

W. B. BURROWES, of North-East Association  
1 Ballynafeigh House, Belfast – Cashier

J. MacBRIDE, of North-West Association  
1 Adelaide Street, Belfast – Printer and Stationer

GEORGE TOMLINSON, of North-East Association  
10 Glanworth Street, Belfast – Solicitor's Assistant

JOHN WARICK, of North-East Association  
18 University Street, Belfast – Baker

PERCY H. STEWART, of Leinster Association.  
26 Gilford Avenue, Sandymount, Co. Dublin – Civil Engineer

*Dated the Fourteenth day of December, Nineteen Hundred and Eight.*

Witness to the above signatures:

THOMAS J CAMPBELL  
of 74 Cromwell Road, Belfast – Barrister-at-law