



**RAILWAY UNION SPORTS CLUB**

# **CONSTITUTION**

**December 2021**

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# The Railway and Steampacket Athletic and Social Union

## Definitions:

In this Constitution the following terms shall have the meanings set out hereunder:

**“Accounts”** means the financial statements to be prepared by the Accountant in respect of any financial period;

**“Accountant”** means the accountant / firm of accountants retained to represent the Club and prepare the Accounts from time to time;

**“Annual Funding Requirement”** means the Total Costs incurred by the Club in any financial year less any income received other than Subscriptions<sup>1</sup>;

**“Club”** means The Railway and Steampacket Athletic and Social Union (short title - Railway Union Sports Club);

**“General Meeting”** means an Annual General Meeting or Extraordinary General Meeting;

**“Management Committee”** means the Committee formed pursuant to and in accordance with the provisions of this Constitution to govern and manage the affairs of the Club;

**“Member”** means a person who is considered a member of the Club by virtue of the provisions of this Constitution and **“Members”** shall have a corresponding meaning as the context so requires;

**“Nomination Paper”** means the most up to date version of a form issued by the Secretary providing for the nomination by a Sports Club of a Member as an Officer and/or a member of the Management Committee and/or entitled to vote at a General Meeting;

**“Officers”** means the members who take up the roles as provided for in clause 10 and **“Officer”** shall have a similar meaning;

**“Sport”** means any sporting or other activity designated by the Management Committee from time to time to be pursued and promoted by the Club;

**“Sports Club”** means any club formed in accordance with this Constitution, the activities of which are promoted by the Club;

**“Subscription”** means the payment to the Club as provided for in clause 12;

**“Total Costs”** means all Central Costs and Grounds Costs, both of which terms are more particularly defined in clause 11, incurred by the Club in any financial year;

**“Transitional Period”** means 1 January 2022 – 31 December 2024 inclusive.

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<sup>1</sup> In case income exceeds costs in a given year, the annual funding requirement from sports will be set at a minimum of €80k.

## **1. NAME OF CLUB**

The name of the Club shall be "The Railway and Steampacket Athletic and Social Union" (short title: Railway Union Sports Club).

## **2. OBJECTIVES OF THE CLUB**

The objectives of the Club shall be the organisation and promotion of sports and social activities for the Members.

## **3. VISION**

The Vision of the Club is sport, fun and friendship for everyone.

## **4. MISSION**

The Mission of the Club is to be a community-based, family-friendly multi-sports club which nurtures talent, promotes excellence and fosters the enjoyment of sports and social activities for all ages and all abilities.

## **5. VALUES**

The Club is guided by our commitment to be:

1. *Inclusive* – of all ages, abilities, and backgrounds;
2. *Respectful* – to all officials, parents, staff, and visitors;
3. *Fair* – where everyone gets a chance and effort is rewarded;
4. *Fun* – where enjoyment of sports and other activities is promoted;
5. *Successful* – where talent is nurtured, and high standards are promoted;
6. *Participative* – where everyone is encouraged to get involved;
7. *Accountable* – by taking responsibility for our actions in a transparent way.

## **6. COLOURS**

The Club colours shall be green and gold.

## **7. MEMBERSHIP**

### **7.1 Categories of Membership**

There shall be two categories of membership, as follows:

- a) *Adult Member* - a person of at least 18 years of age.
- b) *Junior Member* - a person who has not reached 18 years of age on or before the 1<sup>st</sup> January in any calendar year.

7.2 No person may continue as, or become, a member of the Club, unless he or she is also a registered member of a Sports Club. If a person ceases to be a member of a Sports Club, then such person shall automatically cease to be a member of the Club.

7.3 Adult Members shall be entitled to attend at any General Meeting. The only members who may vote at a General Meeting are those who have been nominated in writing by their Sports Club and which nomination has been delivered to the Secretary in advance of any such General Meeting on a Nomination Paper.

**Procedure for becoming a member of the Club:**

7.4 Subject to the provisions of clause 7.6, any individual who is registered as a member of a Sports Club and has paid any subscription due to such Sports Club is deemed to be a member of the Club. It is the responsibility of each Sports Club to inform the Secretary of the identity of all the paid up members of that Sports Club.

7.5 The Management Committee may, at its discretion, rescind the membership of any person. In such circumstances such person shall also cease to be a member of the Sports Club of which he or she is a member.

7.6 A Member joining the Club becomes entitled to all the privileges and benefits which the Club can confer. As joining is a voluntary decision, adherence to the rules of the Club, as set out in this Constitution and varied from time to time, and any Bye Laws, regulations and/or decisions adopted by the Management Committee from time to time is thereby implied; likewise acknowledgment of the responsibilities and accountabilities arising from this Constitution is also implied.

## **8. MANAGEMENT COMMITTEE**

8.1 The Club shall be managed by the Management Committee which shall consist of one representative from each Sports Club. If a Sports Club or Clubs, for any reason, does / do not appoint a representative to the Management Committee it shall remain properly constituted and all decisions made shall be effective and binding as if each Sports Club had a representative to same.

8.2 Subject to the overriding provision of clause 8.1 the Management Committee shall consist of:

a) The Officers, and

b) Additional members elected at an Annual General Meeting such that the total number of members of the Management Committee shall, subject to the qualifications set out in clause 8.1 above, be the same as the number of Sports Clubs formed pursuant to this Constitution.

8.3 Members of the Management Committee shall be elected to their positions for a period of two years and shall be entitled to be re-elected for one further two-year term only. No person shall be entitled to sit on the Management Committee for a period in excess of four consecutive years regardless of the capacity in which they have become a member thereof.

8.4 Nominees for the Management Committee must be in good standing in their Sports Club.

8.5 Nominations of Sports Clubs of a representative to the Management Committee shall be submitted on or before 1<sup>st</sup> February each year (or such other date as the Secretary may advise Sports Clubs, provided not less than 21 days' notice has been given to the Secretary on a Nomination Paper).

8.6 Nominations received after 1<sup>st</sup> February (or such other date as the Secretary may advise Sports Clubs) shall be invalid unless accepted by the Management Committee acting in its sole discretion.

- 8.7 The Nomination Paper must be signed by the Secretary of the Sports Club. In respect of Nomination Papers provided via electronic means, this shall include such method of electronic signature as may be deemed acceptable by the Management Committee.
- 8.8 Should any member of the Management Committee resign, or their position otherwise lapse, the Management Committee shall have the power to fill the vacancy by co-option from the body of members of the Sports Club represented by the Member who has resigned or otherwise departed the Management Committee.
- 8.9 The Sports Club whose nominee has ceased to be a member of the Management Committee shall nominate a replacement to the Secretary for approval by the Management Committee as soon as possible after becoming aware of the vacancy.
- 8.10 If in the opinion of the Management Committee a suitable Nominee has not been put forward by the relevant Sports Club within a reasonable time, then the Management Committee shall be entitled to make a nomination to fill the vacancy as it sees fit.
- 8.11 A member of the Management Committee (who is not an Officer) shall cease to hold office if the Management Committee decides by 66% majority to remove him / her from such office or if he / she ceases to be a member of the Club.

## **9. OPERATION AND POWERS OF THE MANAGEMENT COMMITTEE**

- 9.1 a) The business and affairs of the Club shall be under the management of the Management Committee as constituted in accordance with this Constitution.
- b) The Management Committee shall have the power by resolution to make such Bye Laws, Regulations, and decisions (not inconsistent with this Constitution) as it deems appropriate for the effective management and administration of the Club.
- c) The Management Committee shall have power to bind the Club and the Members contractually in relation to the assets of the Club. Such power when exercised shall be binding on all the Members insofar as they do not conflict in a material way with other provisions of this Constitution.
- d) The Management Committee shall meet at least once every month, or as required, for the conduct of business and adjourn or otherwise regulate its meetings as it thinks fit.
- e) All Resolutions of the Management Committee (save a resolution made pursuant to clause 8.11 above) shall be passed by a simple majority of votes. In the case of a tie, there is no casting vote and the resolution fails.
- f) The quorum necessary for the transaction of the business of the Management Committee shall be four with a minimum of two Officers present.
- g) Minutes of all Management Committee meetings shall be sent to the secretary of each Sports Club within 10 days of any meeting.
- h) The Management Committee shall be entitled to borrow up to a maximum of €50,000 at any time provided no security is granted in support of such borrowing.
- i) The Management Committee shall not, without the written approval of Sports Clubs

holding not less than 75% of the votes at the Management Committee 1) borrow in excess of €50,000 or 2) sell, lease out, or deal in any property of the Club (save on a short- term basis for the purpose of facilitating the running of events), or 3) arrange to mortgage, pledge or otherwise encumber any property or assets of the Club.

- j) The written approval of a Sports Club shall be evidenced by a minute of its committee confirming such approval signed by an official of the Sports Club and delivered to the Secretary.

**Acts of Management Committee to be binding on Members:**

- 9.2 Each Member shall be bound by all acts and decisions of the Management Committee, notwithstanding any errors or omissions occasioned by the Management Committee from time to time and whether occurring before or after so becoming a Member.

**Management Committee to be Indemnified**

- 9.3 a) Each member of the Management Committee and of every sub-Committee established by the Management Committee from time to time shall be and shall stand indemnified out of the property and assets of the Club and by the general body of Adult Members of the Club against each and every loss, liability, expense, proceeding, claim and damage whether actual or contingent (together "liabilities") which such member may sustain, suffer or incur as a consequence of or in or about the carrying out of his / her functions and duties as such member or by reason of his/her membership of the Management Committee or any sub-Committee (as the case may be) save to the extent that any such liability arises from such persons wilful negligence or fraud.
- b) No member of the Management Committee or a sub-Committee (in the absence of fraud) shall be personally responsible for any liabilities set out in clause 9.3(a) whether to the Club, its Members or otherwise save in his / her capacity as a Member of the Club as set out above.

**Chairperson to Summon Meetings**

- 9.4 The Chairperson may at any time summon a meeting of the Management Committee and in addition shall do so within seven days after receipt by the Secretary of a requisition to such effect by any two Members of the Management Committee stating the purpose for which such meeting is summoned.

**Chairperson to Preside at Management Committee Meetings**

- 9.5 The Chairperson shall preside at all meetings of the Management Committee but if at any meeting the Chairperson be not present, the members of the Management Committee present shall choose one of their number to be Chairperson of such meeting.

**Bona Fide Acts of Management Committee Deemed to be Valid**

- 9.6 All acts bona fide done by any meeting of the Management Committee or of a sub-Committee shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Management Committee and had been entitled to vote.

**Delegation to Sub-Committees etc.**

- 9.7 The Management Committee may delegate any of its powers to any Officer or other member(s) thereof or to a sub-Committee consisting of such Officers, other members of the Management

Committee or other Members as it may think fit. Any such Officer, member of the Management Committee or other Member and any such sub-Committee may exercise all powers delegated to him/her or it in his/her or its name on behalf of the Club or in the name of the Management Committee and shall conform to any such regulations and restrictions as may from time to time be imposed upon him/her or it by the Management Committee.

#### **Sub-Committee Meetings**

- 9.8 The meetings and proceedings of any sub-Committee shall be governed by the provisions of this Constitution regulating the meetings and proceedings of the Management Committee so far as the same are applicable and are not superseded by any regulations or restrictions made by the Management Committee from time to time.

#### **Minutes**

- 9.9 The Management Committee shall cause proper minutes to be made of all proceedings of General Meetings and of meetings of the Management Committee.

### **10. OFFICERS**

- 10.1 a) The Club shall have the following Officers:
- i. Chairperson
  - ii. Secretary
  - iii. Treasurer
  - iv. Grounds Officer
- b) Officers shall be elected at an Annual General Meeting by a simple majority vote.
- c) Each Officer shall hold his/her office for a term of two years and shall be entitled to be re-elected for one further two-year term in the same office.

#### **Nomination and Rotation of Officers between Sports Clubs**

- 10.2 a) Subject to the provisions contained in sub clauses 10.3(d) and 10.3(f) only Sports Clubs may nominate members for election to the position of an Officer;
- b) Each Sports Club shall in so far as is practicable, on an equal basis with all other Sports Clubs, and in a manner determined by the Management Committee from time to time be entitled to have one of their members serve the Club as an Officer;
- c) The Management Committee shall in its absolute discretion invite Sports Clubs to make nominations to the role of each Officer from time to time for election at an Annual General Meeting. An unsolicited nomination by a Sports Club will not be valid, unless accepted by the Management Committee;
- d) All such nominations shall be made by the secretary of the relevant Sports Club on a Nomination Paper to the Secretary at least 21 days before the date of the next Annual General Meeting;
- e) Neither the Club nor the Management Committee shall be obliged to ensure that a Sports Club has followed its own rules in making a nomination to the position of Officer.

#### **Retirement, Re-Election and Resignation of Officers**

- 10.3 a) Every Officer shall automatically retire from office at the Annual General Meeting at or after



which his / her two year term shall have expired and shall (subject as herein provided) be eligible for re-election for one further two year term.

- b) In the event of no Resolution having been passed at any Annual General Meeting to fill a vacancy in any office, the Officer (or Officers) retiring shall (subject as herein provided) be deemed to have been re-elected for a period of one year only.
- c) An Officer shall cease to hold office if he/she shall, by notice in writing to the Secretary (or, in the case of the Secretary to the Chairperson), resign or, if the Management Committee decides by 66% majority to remove him/her from such office or if he / she ceases to be a member of the Club.
- d) A vacancy occurring in any office between one Annual General Meeting and the next shall be filled by the Management Committee as soon as practicable after such vacancy arises in accordance with the remaining provisions of this clause.
- e) The Sports Club whose nominee has ceased to hold Office (and consequently be a member of the Management Committee) shall nominate a replacement to the Secretary for approval by the Management Committee as soon as possible after becoming aware of the vacancy.
- f) If in the opinion of the Management Committee a suitable Nominee has not been put forward by the relevant Sports Club within a reasonable time as determined by the Management Committee then the Management Committee shall be entitled to make a nomination to fill the vacancy as it sees fit. The Management Committee shall, insofar as practicable, comply with the provisions of clause 10.2(b).
- g) Any person filling the role of an Officer following a vacancy shall be deemed to retire at the next Annual General Meeting when the position shall be filled by a nominee elected at such meeting.

## **11. FINANCE**

- 11.1 Proper accounts and records shall be kept by the Treasurer showing the financial affairs, receipts and disbursements of the Club. Such accounts and records shall not be destroyed for at least six years.
- 11.2 The Treasurer shall furnish all accounts and records to the accountant for preparation and confirmation within two months of each financial year-end. The Accountant shall prepare the Accounts as soon as possible thereafter. A quarterly financial report should be presented by the Treasurer to the Management Committee.
- 11.3 The Accounts shall include a section or note which shall set out an allocation of the Annual Funding Requirement for the Club on a "per Sports Club" basis for the relevant financial year in accordance with the principles contained in this Constitution.
- 11.4 The Total Costs shall be divided into two separate categories as follows:
  - 1) Central Costs; and
  - 2) Grounds Costs.
- 11.5 **Central Costs** means the costs incurred in operating and managing the Club (excluding Ground

Costs) and includes expenses such as municipal rates, insurance, light, heat, general maintenance, and repair, furnishings, professional fees, leasehold and interest costs, staff costs and any other expenses relating to the clubhouse and adjacent grounds not used solely for any specific Sport or Sports. Central Costs shall also include an appropriate depreciation charge as determined by the Management Committee to enable the Club refurbish and replace central facilities on a timely basis. The determination of the Management Committee as to what costs comprise Central Costs from time to time shall be conclusive.

- 11.6 Ground Costs means the cost of the grounds person(s) and related staff, materials, equipment, services, utilities and any other costs which are related to a particular Sport or Sports. The determination of the Management Committee as to what costs comprise Ground Costs from time to time shall be conclusive.
- 11.7 Central Costs shall be allocated between each Sports Club after the Transitional Period based on that Sports Club's allocation of the Annual Funding Requirement in the prior financial period as set out in the Accounts.
- 11.8 Grounds Costs shall be allocated between each Sports Club after the Transitional Period based on actual costs incurred on behalf of such Sports Club as determined by the Management Committee. In this regard the Management Committee shall disregard any capital expenditure funded by an individual Sports Club but accounted for by the Club.
- 11.9 The Management Committee shall review all Ground Costs and shall allocate them to each Sports Club on a fair and reasonable basis in its absolute discretion. It shall take account of the specific nature of the expense. Where it relates to a labour/service cost which benefits more than one Sport it shall take account in so far as practical of the time spent on behalf of individual Sports. The decision of the Management Committee shall be final.

## **12. SUBSCRIPTIONS**

- 12.1 Each Sports Club shall pay an annual subscription to the Club on behalf of all its members of an amount determined by the Management Committee (by a majority vote) in accordance with the principles set out in this Constitution.
- 12.2 Individual members of each Sports Club shall pay a subscription to their Sports Club part of which shall fund that Sports Club's financial obligations to the Club on behalf of its members.
- 12.3 A levy for a strategic project may be introduced for all Sports Clubs if approved at a General Meeting of the Club.
- 12.4 Unless otherwise determined by or agreed with the Management Committee, Sports Clubs shall pay their Subscriptions by three fixed and equal instalments as follows – Rugby Soccer Hockey and Bridge shall pay on 10<sup>th</sup> February, 10<sup>th</sup> March and 10<sup>th</sup> April in each calendar year and Cricket Tennis and Bowls shall pay on 10<sup>th</sup> May, 10<sup>th</sup> June and 10<sup>th</sup> July in each calendar year.
- 12.5 The Subscription to be paid by a Sports Club in a financial year after the Transitional Period shall be based on the proportionate allocation of the **Annual Funding Requirement** to that Sports Club in the prior financial period as set out in the Accounts. There is set out at Appendix 2 an explanatory memorandum as to how the level of Subscriptions per Sports Club will be determined after the Transitional Period.
- 12.6 Prior to the end of each financial period the Management Committee shall cause a budget to be

prepared and approved by it for the next financial period. The level of Subscriptions for that financial period shall be based on the budget however the Management Committee shall have discretion in determining the final level to be sought in each financial period .

- 12.7 The Management Committee shall be entitled to alter the level of Subscription payable by a Sports Club in any financial period by up to 5% (increase or decrease) to allow for any circumstances which might arise during any such period.
- 12.8 The Management Committee is empowered to impose sanctions on any Sports Club for non-payment, underpayment, or late payment of Subscriptions or part thereof including but not limited to the charging of fines or the suspension of access to the Club of all members of a defaulting Sports Club.
- 12.9 a) If a Sports Club does not make a scheduled payment in full by the due date (as set out herein or otherwise determined by the Management Committee) then the Management Committee may issue a warning to such Sports Club which may include a demand for full payment.
- b) If a Sports Club fails to make a scheduled payment and a second scheduled payment in full by the relevant due dates the Management Committee may impose sanctions on such Sports Club which may include the withdrawal of services by the Club to that Sports Club, in particular the entitlement to use Club grounds and/or access to Club personnel.
- c) If a Sports Club fails to make a scheduled payment, second scheduled payment and third scheduled payment in full or a material proportion of the amounts due (to be determined by the Management Committee from time to time) by the relevant due dates then the Club may impose a sanction which may include expulsion from the Club of all the Members belonging to that Sports Club.
- 12.10 Where a Sports Club makes only one or two payments in a financial period then the Management Committee shall apply the sanctions proposed in sub clause 12.9 above as it may deem appropriate.
- 12.11 The Management Committee shall be entitled to allocate any subscriptions paid by a Sports Club to the earliest periods in respect of which such subscriptions are due .

#### **Transitional Period - Subscription Arrangements - 2022/2023/2024**

- 12.12 Notwithstanding any provisions set out in this Constitution the obligation of each Sports Club to pay Subscriptions to the Club for the calendar years 2022/2023 and 2024 are as set out in Appendix 1 to this Constitution save that the Management Committee may alter the level of Subscriptions payable in any such year in accordance with the provisions of clause 12.7 above.

### **13. VOTING**

#### **General Meetings**

- 13.1 The only members entitled to vote at a General Meeting are the nominees of Sports Clubs .
- 13.2 Each Sports Club may nominate a specified number of its members to vote on behalf of its members at a General Meeting. Except by the prior consent of the Management Committee, the number of members which can be specified by a Sports Club to vote at a General Meeting shall not more than four. Such nomination(s) shall be made in writing on a Nomination Paper which shall be signed by an officer of that Sports Club who is authorised to execute same and delivered to the Secretary not less than 24 hours prior to the relevant General Meeting.

- 13.3 Any nomination made pursuant to clause 13.2 above can be altered by a subsequent Nomination Paper delivered to the Secretary prior to any General Meeting. Such altered Nomination Paper should state clearly the manner in which the prior Nomination Paper is to be altered e.g. by revoking a nomination and making a new Nomination as required and be signed by an officer of that Sports Club who is authorised to execute same and delivered to the Secretary not less than 24 hours prior to the relevant General Meeting.
- 13.4 Where more than one member is so nominated by a Sports Club the Nomination Paper confirming his/her entitlement shall also state the number of votes which such person may cast on behalf of their Sports Club.
- 13.5 Each Sports Club shall have that number of votes which equals the percentage of the Annual Funding Requirement allocated to that Sports Club as set out in the Accounts of the Club for the prior financial period. For this purpose, the Annual Funding Requirement allocated to that Sports Club shall include an appropriate depreciation charge, as determined by the Management Committee, to enable the Club and Sports to refurbish and replace any artificial sports playing surfaces on a timely basis. The Accountant shall round the percentage up or down to the nearest whole number.
- 13.6 Notwithstanding any other provisions set out in this Constitution the number of votes allocated to each Sports Club for the calendar years 2022, 2023 and 2024 exercisable at a General Meeting are as set out in Appendix 1 to this Constitution.
- 13.7 There shall be 100 votes in total capable of being exercised at a General Meeting and allocated to individual Sports Clubs.

#### **Management Committee**

- 13.8 There shall be 100 votes in total capable of being exercise at a meeting of the Management Committee. At each such Management Committee meeting, the nominee of a Sports Club to the Management Committee and the Officers shall have that number of votes which equals the percentage of the Annual Funding Requirement allocated to that Sports Club as set out in the financial statements of the Club for the prior financial period.
- 13.9 Notwithstanding any provisions set out in this Constitution the number of votes allocated to the Officers and nominees of a Sports Club at the Management Committee for the calendar years 2022, 2023 and 2024 are as set out in Appendix 1 to this Constitution.

### **14. TRUSTEES**

- 14.1 The property and assets of the Club are and shall be vested in such persons as are at present constituted as the Trustees of the Club (hereinafter called “the **Trustees**”). The number of trustees shall not be more than four or less than three.
- 14.2 The Management Committee shall be entitled by unanimous resolution to appoint and /or remove a Trustee of the Club.
- 14.3 The Management Committee shall have power to direct the Trustees to invest surplus funds in approved Trustee Securities for the benefit of the Club.
- 14.4 The Trustees shall be furnished with an agenda and shall be entitled to attend and take part in all meetings of the Management Committee but shall not be entitled to vote at such meetings. The Trustees shall be furnished with a copy of the minutes of all Management Committee meetings

and, on request, the minutes or papers of any sub-committee of the Club.

- 14.5 If the number of Trustees falls below three, the Management Committee shall endeavour to appoint Trustees at its next Meeting, to bring the total number up to four.
- 14.6 In relation to any borrowings of the Club approved by the Management Committee, the Trustees at the direction of the Management Committee, acting in accordance with the provisions hereof, shall make all such dispositions of the property and assets of the Club or any part thereof, and enter into such Agreements in relation thereto as the Management Committee may deem proper for giving security for such borrowings.
- 14.7 All Members of the Club, and all persons becoming Members of the Club after the making of any such disposition as referred to in sub clause 14.6, shall be deemed to have assented as if they had voted in favour of such disposition.
- 14.8 The Trustees shall deal with the property and assets of the Club as directed from time to time by the Management Committee and an entry in the Minutes of a Meeting of the Management Committee shall be conclusive evidence of any Resolution authorising such direction.
- 14.9 The appointment of a Trustee shall be notified to members at the Annual General Meeting following any such appointment.
- 14.10 The Trustees shall be indemnified against risk and expense out of the property and assets of the Club and by the general body of Adult Members for the time being.
- 14.11 Provided always that there shall be a minimum of three Trustees, a Trustee shall hold office for a term of five years and, on the expiry of such term, such Trustee shall be deemed to have resigned as a Trustee unless the Management Committee has resolved, by unanimous vote, to renew the said term for a further period of five years (or such other shorter period as the Management Committee may choose) and the Trustee has so agreed to act.
- 14.12 A Trustee shall cease to hold office on ceasing to be a Member of the Club.
- 14.13 On resignation as a Trustee such person shall, at the direction of the Management Committee and expense of the Club, complete any necessary deed(s) to transfer title to the property and assets of the Club vested in such Trustee in the Continuing Trustees and any New Trustee(s) so appointed.

## **15. ANNUAL AND EXTRAORDINARY GENERAL MEETINGS**

- 15.1 All Adult members shall be entitled to attend all General Meetings.
- 15.2 The Club shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other General Meetings in that year.
- 15.3 The Annual General Meeting of the Club shall be held in each calendar year between March 1st and April 30 at the Club premises, Park Avenue, Sandymount, Dublin 4, or at a time and venue nominated by the Management Committee.
- 15.4 Should it be deemed appropriate, the Management Committee may determine that the Annual General Meeting be held as a virtual online meeting using relevant technology and software.

- 15.5 The business to be transacted at an Annual General Meeting shall include:
- i. Adoption of the minutes of the last Annual General Meeting
  - ii. The Secretary shall submit a report of the activities of the Club for the previous year.
  - iii. The Treasurer shall submit a report together with the Accounts duly prepared by the Accountant for the twelve months ended 31st December accompanied by the Accountants Report.
  - iv. Election of Officers (as required)
  - v. Election of members of the Management Committee (as required)
  - vi. Appointment of an Accountant (who may not be a member of the Management Committee) to prepare the Accounts and report on the accounts and records of the Club in respect of the prior financial year.
  - vii. General Business.
- 15.6 A General Meetings other than an Annual General Meetings shall be called an Extraordinary General Meeting.
- 15.7 The Management Committee may at any time call an Extraordinary General Meeting and shall do so forthwith upon the receipt by the Secretary of a requisition in writing of any two or more Sports Clubs holding not less than 25% of the votes of the Club and signed by the Secretaries of each such Sports Club stating the purpose of the meeting and any resolution required to be put to the meeting.
- 15.8 Upon receipt by the Secretary of any such requisition, any resolution set out in such requisition shall be included in the notice convening the Extraordinary General Meeting unless the Management Committee resolves by a 66% majority that it is frivolous, vexatious, potentially defamatory or scandalous in which circumstance the Management Committee can determine not to call an Extraordinary General Meeting.
- 15.9 At least fourteen days' notice shall be given of any General Meeting to all Sports Clubs. Such notice shall state 1) the place, day and hour of the Meeting, and 2) in any case where there is to be special business, the general nature of such business and 3) that the Meeting is the Annual General Meeting or an Extraordinary General Meeting as the case may be. The notice may be provided in writing or by electronic communication to the Secretary and Chairperson of each of the Sports Clubs.
- 15.10 A notice (and any associated report or other relevant documentation) sent by email or by any other electronic means will be deemed to be a notice in writing for the purpose of this Clause.
- 15.11 A notice is deemed served on a Sports Club if delivered to the last known address of the last known secretary thereof by whatever means are provided for in this Constitution .
- 15.12 The accidental omission to give notice to or the non- receipt of notice by any Sports Club entitled to receive notice shall not invalidate the proceedings at any General Meeting.
- 15.13 The secretaries of the Sports Clubs are obliged to facilitate the Secretary in giving notice of meetings to their Adult Members by communicating such notice to each of their members in accordance with their rules for convening general meetings of their Sports Club. The accidental omission to send such notice to an Adult Member shall not invalidate any decision taken at such meeting. It shall not be the responsibility of the Club or the Secretary to ensure that each Adult Member was individually notified of a general meeting.

- 15.14 The Chairperson shall act as chairperson at all General Meetings or, in his/her absence, a member of the Management Committee shall take on such role.
- 15.15 Any resolution passed /decision taken at a General Meeting must first have been listed in the Agenda accompanying the notice convening the meeting.
- 15.16 Voting by such members eligible to vote will be by a show of hands at an in person meeting held in accordance with sub clause 15.3 and by appropriate electronic means as determined by the Management Committee for a virtual online meeting held in accordance with sub clause 15.4.
- 15.17 Minutes will be retained recording the resolutions passed/decisions made at all General Meetings.
- 15.18 The Quorum for an Annual General Meeting or an Extraordinary General Meeting shall be any number of members which collectively can exercise 66% or more of the votes available to all Sports Clubs.
- 15.19 The Chairperson of a General Meeting shall not have a casting vote in the event of a tie.
- 15.20 The notice convening an Annual General Meeting and any Extraordinary General Meetings shall be accompanied by an Agenda and shall be given to all Adult Members by their respective Sports Clubs. In addition, in relation to an Annual General Meeting a copy of the Accounts for the prior financial period shall also be circulated to all Adult Members with the said notice or if not then available at the soonest possible opportunity thereafter prior to the said meeting.

## **16. CONDUCT**

### **16.1 Disciplinary Committee**

- a) The Management Committee, at its first meeting after each Annual General Meeting, will formally write to the secretary of each Sports Club seeking a nomination for a Club "Disciplinary Committee". This nominee cannot be an already serving member of the Management Committee and must be a fully paid member of that Sports Club.
- b) After 30 days the Secretary will display the list of nominees on the Club notice board. No Sports Club can submit a name to this committee after this 30 day period. The Disciplinary Committee will sit for 12 months, as required, until the new Disciplinary Committee is ratified after the next year's Annual General Meeting. A minimum of 3 members (quorum) will be required for a meeting of this Committee.
- c) The Management Committee shall formally constitute the Disciplinary Committee as soon as practicable after the said 30 day period.
- d) It is open to any member who believes that the conduct of any member or members is not in keeping with the provisions of this Constitution and/or is prejudicial to the wellbeing of the Club and/or is likely to bring the Club or any member of the Club into disrepute to lodge a complaint in writing with the Management Committee.
- e) The Management Committee shall refer the complaint to the Disciplinary Committee. In the event of a preliminary finding of grave misconduct by the Disciplinary Committee requiring immediate action the Management Committee shall have the power to impose immediate suspension of the member pending full consideration of the complaint by the Disciplinary Committee.

- f) The Disciplinary Committee shall call on the member(s) to explain their conduct at a meeting of the said Committee. The member shall be entitled to be accompanied at such meeting by another Adult Member whose entitlement to contribute to the meeting shall be determined by the person chairing the meeting. If no explanation is offered, or the explanation is deemed unsatisfactory, the Disciplinary committee has the power to take disciplinary action, which may include a reprimand, a fine, a suspension and/or expulsion from the club. This decision must be conveyed in writing to both the member(s) and the Management Committee within 10 days of this meeting.
- g) Member(s) disciplined by the Disciplinary Committee shall have the right to appeal to the Management Committee against the decision of the Disciplinary Committee. All appeals must be lodged in writing with the Secretary within 7 days of the original decision and must state clearly the basis of the appeal. All appeals must be accompanied by a cheque for €100 which will be refunded if the appeal is successful.
- h) A member who is suspended (whether an Appeal is pending or not) shall not be entitled to use the facilities of the Club or be on the Club premises.

## **17. ANTI-BULLYING POLICY**

17.1 Bullying will not be tolerated in the Club. The Club understands bullying to be repeated aggression, be it verbal, psychological or physical conducted by an individual or group against others. It is behaviour which is intentionally aggravating and intimidating. The damage inflicted by bullying can frequently be underestimated. It can cause considerable distress to a person, to the extent it affects their health and development, or at the extreme, cause them significant harm.

17.2 There are a number of signs that may indicate a person is being bullied:

- Reluctance to come to a venue or take part in activities;
- Physical signs (unexplained bruises, scratches, or damage to belongings);
- Stress-caused illness – headaches, and stomach aches which seem unexplained;
- Fearful behaviour (fear of walking to a training/match, going different routes, asking to be driven);
- Frequent loss of, or shortage of, money with vague explanations;
- Having few friends or drop out of newer members;
- Changes in behaviour (withdrawn, stammering, moody, irritable, upset, distressed, not eating, reduced concentration, drop in performance); and
- Anxiety (shown by nail-biting, fearfulness, tics).

This list is not exhaustive and there are other possible reasons for many of the above. The presence of one or more of these indicators is not proof that bullying is actually taking place.

17.3 To try to prevent bullying:

- Ensure that all members follow the Codes of Conduct established by the Club from time to time, which promotes the rights and dignity of each member.
- Deal with any incidents as they arise.
- Use a whole group policy or 'no-blame approach', i.e., not 'bullying the bully' but working with bullies and the peer group, helping them to understand the hurt they are causing, and so make the problem a 'shared concern' of the group.
- Reinforce that there is 'a permission to tell' culture rather than a 'might is right'.



- Encourage members to negotiate, co-operate and help others, particularly new or vulnerable members.
- Offer the victim immediate support and put the 'no blame approach' into operation.
- Never tell a member to ignore bullying; they can't ignore it, it hurts too much.
- Never encourage a member to take the law into their own hands and beat the bully at their own game.
- Tell the victim there is nothing wrong with them and it is not their fault.

#### 17.4 Dealing with bullying:

- The more extreme forms of bullying are regarded as physical or emotional abuse and would be reported to the statutory authorities.
- Otherwise, if you become aware of any bullying going on between peers or adult and peer before, during or after a Railway training session, match or activity you should inform the relevant Club Officials.

## **18. VISITORS**

18.1 A member in good standing may introduce a visitor to use the facilities of the ClubHouse.

18.2 On such occasions, the name and address of the visitor must be entered in the Visitor's Book.

18.3 An individual who has been expelled or a suspended member may not be signed in as a visitor.

## **19. SPORTS AND ACTIVITIES**

19.1 A new Sport or activity shall not be considered a Sport or a Sports Club unless it has been so designated by the Management Committee.

19.2 The members of each Sports Club shall have the power, and are required, to appoint officers and a committee, control funds of, and to make rules for, the internal management of their own sports subject to the overriding control of the Management Committee.

19.3 The Rules of each Sports Club must be submitted to, and approved by, the Management Committee, notwithstanding any such approval where a rule of a Sports Club is inconsistent with or contradictory to any rule of the Club, then the rule of the Club shall take priority.

19.4 Each Sports Club's committee or sub-committee shall keep minutes of all meetings held, and shall, if directed by the Management Committee, produce all minutes of such meetings, and account for all monies received and disbursed by the Sport.

19.5 No Sports Club may erect a fixture or fitting in the Club grounds or premises without the prior approval of the Management Committee and such fixtures or fittings when erected shall become the property of the Club.

19.6 A copy of each Sports Club's accounts shall be submitted to the Management Committee immediately following the Annual General Meeting of each Sports Club.

19.7 A Sports Club shall not permit a person who is not a member of the Club, or whose membership has lapsed, to take part in its activities.

19.8 The Club comprises the following Sports Clubs and activities:

- i. Bowls
- ii. Cricket
- iii. Hockey
- iv. Rugby
- v. Soccer
- vi. Tennis
- vii. Bridge

19.9 Any member of any Sports Club who is suspended by that Sports Club for default in payment of a subscription payable to that Sports Club shall be considered suspended as a member of the Club until such outstanding subscription is paid.

19.10 The Chairperson, the Secretary, and the Treasurer shall be ex-officio members of all Sports Club committees and shall have full voting power, and the rules of each Sports Club shall provide for such rights.

## **20. GROUNDS**

### **20.1 *Use of the Grounds***

The maintenance of the Club grounds shall be the responsibility of the Management Committee. The renting of the Club grounds, either for a period or for a day(s) shall be the sole responsibility of the Management Committee. No Sports Club shall be allowed to rent any part of the Club grounds without express permission from the Management Committee.

### **20.2 *Disposal of Grounds***

No portion of the Property of the Club at Park Avenue, Dublin 4 shall be disposed of by way of sale, lease or otherwise except by a Resolution passed at an Extraordinary General Meeting called for the purpose, provided that the Resolution proposing same is carried by a vote of two-thirds of the members present and voting.

## **21. HEALTH & SAFETY**

21.1 The Club shall be compliant with the Safety, Health and Welfare at Work Act 2005 (as amended and updated from time to time) and with all regulations and orders associated with this legislation. In terms of introducing a system to manage general safety, health and welfare, a five-step process will be followed:

- i. Identify the hazards, i.e. anything that could cause harm. In this regard the presence of dogs in the Club grounds is strictly forbidden under this rule.
- ii. Assess the risks, i.e. the likelihood of the harm occurring and the severity or the consequences if it does.
- iii. Select the control measures, i.e. measures to eliminate or reduce the hazards.
- iv. Write the safety statement, i.e. a written outline of the control measures identified above and details regarding whoever is responsible for implementing them.
- v. Record the findings and review, i.e. the safety statement should be updated as circumstances change and existing risks diminish or new risks emerge.

21.2 A Safety Officer will be appointed from among the membership of the Management Committee (or another Member or individual as nominated by the Management Committee) to supervise this process.

## **22. CHILD PROTECTION**

- 22.1 All Sports Clubs must adhere to the Code of Ethics and Good Practice for Children's Sport issued by the Irish Sports Council and to codes of practice issued by the national sporting organisation appropriate to each Sport.
- 22.2 Each Sports Club should appoint its own Children's Officer(s) and Designated Liaison Person. The Club may also appoint a Designated Liaison Person if the Management Committee deem it necessary.
- 22.3 Those involved in the organisation of sport for young people in each Sports Club should have attended relevant and recognised training courses relative to child protection.
- 22.4 Sports Clubs will ensure that anybody working with children or vulnerable adults are Garda vetted.
- 22.5 The Youth Co-ordinator as appointed from time to time by the Management Committee, along with the Management Committee, has specific responsibility for ensuring that each Sport is compliant with child protection requirements.

## **23. DATA PROTECTION**

In compliance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and in line with the Data Protection Act 1988-2003, the Club, in conjunction and with the support of the Sports Clubs, will seek the consent of its members for the purposes of obtaining, recording, and holding their personal data, which will be solely for Club purposes. Consent will be affirmed on the use of all such data, including disclosure to third parties, for the proper and effective management of the Club.

## **24. REGISTRATION OF CLUBS ACTS 1904-2003 & INTOXICATING LIQUOR ACTS 1998-2008**

- 24.1 *Visitors are not entitled to consume liquor unless accompanied by a member*  
No visitor shall be supplied with excisable liquor on the Club premises unless on the invitation and in the company of a member and that member shall, upon the admission of such visitor to the Club premises or immediately upon his/her being supplied with the liquor enter his or 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 such a visit.
- 24.2 *Entitlement of groups of visitors*  
Where members of a group visit the Club for the purpose of:
- i. Taking part in any pastime, sport, game or recreation there, or;
  - ii. Organising or taking part in the organisation of, or arrangements for, any 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 the official of the Club shall enter the name of the group concerned, and the number of persons in it, in the above-mentioned book. For the purpose of this clause only "official" shall include any member of the Management Committee and any member of any relevant Sport's Committee. "Group" has the meaning assigned to it in Section 30 of the Intoxicating Liquor Act, 2000.
- 24.3 *Times at which liquor cannot be sold*  
Subject to the exceptions contained in Rule 73 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 those premises by any person (other than such a member):

- i. At any time on Christmas Day.
- ii. On any day, as specified hereunder, outside the times so specified in respect of:
  - St. Patrick's Day: between 12.30 p.m. and 12.30 a.m. on the following day.
  - The 23rd December: if it falls on a Sunday, between 10.30 a.m. and 11.30 p.m.
  - Christmas Eve: between 10.30 a.m. and 11.30 p.m.
  - The eve of any Public Holiday (other than Christmas Eve):
    - o If it falls on a weekday, between 10.30 a.m. and 12.30 a.m. on the following day, or
    - o If it falls on a Sunday, between 12.30 p.m. and 12.30 a.m. on the following day;
  - Any other Sunday (except a St. Patrick's Day which falls on a Sunday): between 12.30 p.m. and 11.00 p.m.
  - Any other Monday, Tuesday, Wednesday or Thursday: between 10.30 a.m. and 11.30 p.m.; and
  - Any other Friday or Saturday: between 10.30 a.m. and 12.30 a.m. on the following day.
- iii. *Eligible Hours* - The hours specified in paragraph (b) of Rule 72 in respect of any day specified in that paragraph are in addition to the period between midnight and 12.30 am on that day where that period is included in the hours so specified in respect of the Eve of that day.
- iv. *Definition of Public Holiday* - For the purpose of this rule "Public Holiday" has the meaning given to it by the Organisation of Working Time Act, 1997.

24.4 Nothing contained in the Registration of Clubs Acts, 1904 to 2003, or contained, by virtue of Rule 72 hereof, shall operate to prohibit the supplying for consumption on the Club premises of excisable liquor to any person or the consumption of excisable liquor on those premises by any person:

- i. on Christmas Day, between 12.00 midday and 10.00 pm.
- 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 Rule 72 hereof, to supply an excisable liquor for consumption on the Club's premises if, in each case, the excisable liquor is:
  - ordered by or on behalf of that person at the same time as a 'substantial meal' is so ordered; and
  - consumed by that person during the meal or after the meal has ended.

24.5 In Rules 72 and 73 hereof "Sunday" has the meaning assigned to it by Section 1 of the Intoxicating Liquor Act, 1927 and "St. Patrick's Day" has the meaning assigned to it by Section 2 of the Intoxicating Liquor Act 2000.

24.6 No excisable liquor shall be sold or supplied for consumption in the Club premises to any person under the age of 18 years.

24.7 No excisable liquor shall be sold or supplied for consumption outside the premises of the Club, except to members of the Club, between the hours of 8 o'clock in the morning and 10 o'clock at night.

24.8 No member of the Management Committee or any Committee and no manager or servant employed by the Club shall have any personal interest in the sale of excisable liquor therein, or in the profits arising from such sale, and no excisable liquor shall be sold for consumption outside the premises of the Club, except to members of the Club.

## 25. THE CONSTITUTION

- 25.1 The Constitution of the Club shall be posted on the Sports Club's website and shall be made available to members on request.
- 25.2 A copy of all amendments or alterations shall be issued to members through the secretaries of individual Sports Clubs immediately subsequent to the General Meeting at which such amendments or alterations have been adopted.
- 25.3 Any provisions contained in this Constitution, which are not in conformity with any statutory provisions contained in the Registration of Clubs Acts 1904 to 2003, shall be deemed to be null and void.
- 25.4 Any provisions contained in this Constitution which are not in conformity with any statutory provision contained in the Equal Status Act 2000, shall be deemed to be null and void.

## **26. ALTERATION OF THE CONSTITUTION**

- 26.1 Alterations or additions to the foregoing Constitution (with the exception of those dealing with the sale of liquor and such portions of this constitution as are compulsory by Law) may be made at any Annual General Meeting or at an Extraordinary General Meeting called for the purpose, provided that the resolution proposing same is carried by a 66% majority vote.
- 26.2 Members wishing to propose alterations or additions to this Constitution must send notice of the proposed alterations or additions in writing to the Secretary no later than 1st February preceding the Annual General Meeting or may do so by seeking that Sports Clubs call an Extraordinary General Meeting as provided by clause 15.7. Full details of the alterations proposed shall be given in the notice convening the General Meeting.
- 26.3 Nothing in this Constitution shall have the effect of invalidating any action taken by the Management Committee, or an Officer of the Club, prior to the adoption of this Constitution.

## **27. INDEMNITY**

The Club shall indemnify and hold harmless every member, Officer or Trustee of the Club or any of their executors or administrators (hereinafter called "a **Member**" for the purpose of this clause 27) out of the property and assets of the Club against all actions, claims, costs, damages, losses or liabilities ("**Liability**") which such Member may incur in the discharge of his / her functions or duties, unless the act or omission was in bad faith or the Liability was incurred through his / her own fraud or misfeasance.

## **28. CONFLICT WITH RULES OF INDIVIDUAL SPORTS CLUBS**

In the event of a conflict between the provisions of this Constitution and the Constitution or Rules of any individual sports club, the provisions of this Constitution shall prevail.

## **29. DISSOLUTION**

If the Members in General Meeting shall decide to dissolve the Club and a further Resolution to such effect shall be passed at another General Meeting held not less than one calendar month thereafter and at which not less than one half of the Sports Clubs then in existence shall be present and represented by their respective nominees, by a two thirds majority of votes cast the Management Committee shall thereupon or at any future date as shall be specified in the Resolution as aforesaid proceed to realise the property and assets of the Club and, after the discharge of all liabilities, shall divide the balance equally among such of the Members as are Adult Members and upon the completion of such division the Club shall stand dissolved.

**APPENDIX 1**  
**(Transitional Arrangements)**

**SUBSCRIPTION PER SPORTS CLUB**

*For the calendar years of 2022 / 2023 / 2024, the annual SUBSCRIPTION per Sports Club is as follows: -*

<b>Sports Club</b>	<b>2022 Subscription</b>	<b>2023 Subscription</b>	<b>2024 subscription</b>
<i>Bowls</i>	€5,500	€7,250	€9,000
<i>Bridge</i>	€5,650	€5,650	€5,650
<i>Cricket</i>	€12,000	€14,000	€16,000
<i>Hockey</i>	€29,000	€26,500	€24,000
<i>Rugby</i>	€18,250	€18,500	€19,000
<i>Tennis</i>	€26,250	€27,500	€29,000
<i>Soccer</i>	€11,500	€12,500	€13,250
<b>Total</b>	<b>€108,150</b>	<b>€111,900</b>	<b>€115,900</b>

**VOTING RIGHTS PER SPORTS CLUB**

*For the calendar years of 2022 / 2023 / 2024 the voting rights for the respective nominees of each Sports Club attending a general meeting or Management Committee meeting are as follows ;*

<b>Sport</b>	
<i>Bowls</i>	6 votes
<i>Bridge</i>	5 votes
<i>Cricket</i>	12 votes
<i>Hockey</i>	24 votes
<i>Rugby</i>	17 votes
<i>Tennis</i>	24 votes
<i>Soccer</i>	12 votes
<b>Total</b>	<b>100</b>

## **Appendix 2 (Explanatory Memorandum)**

### **- New Funding Model**

*The purpose of this new funding model is to introduce a more transparent and equitable central funding model whereby each Sports Club's contribution to Central Costs and Ground Costs are more directly linked to the costs they incur in addition to taking account of their membership size. To achieve this, the required Subscription funding from each Sports Club is to be arrived at based on a split of the following:*

- 1. The groundsperson's costs are allocated based on his/her time spent working for each Sports Club - as per the standard annual timesheet received from the groundsman (transitional figures based on timesheet supplied in mid-2020. This will be updated based on future timesheets as the level of work required changes over time. Each Sports Club will be required to pay as part of their Subscription an amount to cover the time the groundsperson spends working for their Sports Club.*
- 2. The Central Costs based on the previous contribution levels from each Sports Club, which means the share of Central Costs will continue to reflect historic levels of membership with rolling adjustments occurring as we move forward every year in line with the updated share of costs borne by each Sport.*
- 3. Finally, expected Grounds Costs are based on previous costs incurred by the Club to include management's expected ongoing grounds maintenance expenditure This will change based on the amount of costs the Club incurs in respect of the grounds of a Sports Club each year. Any additional Ground Costs incurred beyond the expected and budgeted Grounds Costs will be funded by the relevant Sports Club directly.*