



# CLONAKILTY GAA CLUB CONSTITUTION 2022



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Central Council of the Association, Croke  
Park, Dublin 3.

Effective from March 27th, 2021

Amended and updated by:  
Runai Gearoid MacCarthaigh October 2022.

Ratified at Clonakilty GAA CLUB AGM  
7<sup>th</sup> November 2022.

# Club Constitution

## Club Constitution

**Format No. 1** - Applies to all Clubs - without Licensed Bars

Incorporating Articles 1 to 18 inclusive

**Format No. 2(A)** - Applies to all Clubs in the 26 Counties which own/operate Licensed Bars.

Incorporating Articles 1 to 18 inclusive, and additionally Article 19 (as applicable to the 26 Counties).

**Format No. 2(B)** - Applicable to all Clubs in the 6 Counties which own/operate Licensed Bars.

Incorporating Articles 1 to 18 inclusive with additions to Rules 3 and 5 as specified, and additionally Article 19 (as applicable to the 6 Counties).

Regulations - Regulations issued to Clubs in the Six Counties and Britain by Central Council.

## Format No 1.

1. In these Articles:

“**The G.A.A.**” means the National Governing Organisation for the preservation and promotion of Gaelic Games and pastimes, known as the Gaelic Athletic Association.

“**The Club**” means the Club as set out in Article 2 hereof.

“**The Official Guide**” means the Official Guide of the G.A.A.

“**Executive Committee**” means Officers and ordinary Committee Members together.

“**Secretary**” means the Secretary for the time being, or any person appointed to perform the duties of the Secretary of the Club.

“**Real Property**” means the property of the Club of an immovable nature, comprising any Playing Pitches, Grounds or

Buildings, whether of Leasehold or Freehold tenure, with all Fixtures or Fittings attached thereto and used therewith.

**“Personal Property”** means the property of the Club of a movable nature, comprising all Playing or Sporting equipment of the Club, as well as all Stock in Trade and Money or other Assets of the Club not already classified as fixtures or fittings on “Real Property”, as heretofore defined.

**Words importing the singular number only**, include the plural number and vice versa, and words importing the masculine gender only, also include the feminine and vice versa.

#### **NAME**

2. The official Name of the Club shall be  
AN CUMANN LÚTHCHLEAS GAEL  
Cloch Na gCoillte the English version of which shall be  
Clonakilty G.A.A. Club.

#### **OBJECTS**

- 3.1 The Objects of the Club shall be the promotion of the aims of the G.A.A., as outlined in the Official Guide.
- 3.2 The Membership, Income and Property of the Club shall be dedicated to and applied solely towards the promotion of these objects.

#### **COLOURS**

4. The Club Colours shall be Green and Red \_\_\_\_\_

#### **MEMBERSHIP**

- 5.1 There shall be three types of Membership of the Club:
  - 5.1.1 F ULL MEMBERSHIP may be granted to persons Over 18 years (i.e. shall have celebrated their 18th birthday prior to January 1st of the Membership Year) who subscribe to and undertake to further the aims and objectives of the Club and the G.A.A.  
Honorary Membership may be granted to persons Over 18 years, as defined above, who have rendered exceptional service to the Club or the games or activities of the G.A.A. An Honorary Member shall have the rights of a Full Member, but shall be exempt from paying the Club’s Annual Membership Fee.

5.1.2 Y OUTH MEMBERSHIP may be granted to persons Under 18 and Over 9 years (i.e. shall celebrate their 18th birthday on January 1st of the Membership Year or on a later date and shall have celebrated their 9th birthday prior to January 1st of the Membership Year) who subscribe to and undertake to further the aims and objectives of the Club and the G.A.A.

**(Notes - Child Membership of the Association** is for children Under 9 years (i.e. shall celebrate their 9th birthday on January 1st of the Membership Year or on a later date)

On expiration of a Child Membership of the Association, a person may apply for Youth Membership of the Association only through a Club for which he is eligible to play.)

5.1.3 S Ocial MEMBERSHIP may be granted to persons Over 18 years, as defined above, who subscribe to and undertake to further the aims and objectives of the Club and the G.A.A., but who do not seek full voting rights and rights to take part in the administrative affairs of the Club or the G.A.A.

5.2 Full Members (including Honorary Members) and Youth Members of the Club will also become Members of the G.A.A.

5.3 Once granted, Full Membership of the Club and the G.A.A. shall continue for life, and Youth Membership shall continue to the end of the year in which the Members celebrates his eighteenth birthday, at which time his next membership payment will automatically be as a Full Member, unless in either case the member has been expelled or his resignation in writing has been accepted, in accordance with this Constitution and Rules or the Official Guide.

5.4 The rights of any member of the Club shall be conditional upon the member complying with the provisions of this Constitution and the Official Guide, including payment of any annual membership fee and levies.

5.5 Such rights may be withheld, restricted or suspended in accordance with this Constitution and the Official Guide.

5.6 An application for Full or Social Membership must be made in the manner prescribed by Central Council and signed by the applicant. The application request must be submitted to the Club Secretary.

5.7 An application for Youth Membership must be made in the manner prescribed by Central Council and signed by the applicant and one of his parents/guardians. The prescribed

electronic Application Form may be completed by one of the Applicant's parents or Guardians and submitted to the Club Secretary, complete with accompanying electronic payment for the prescribed fee.

- 5.8 An application for Child Membership must be made on the Prescribed Form and signed by the applicant and one of his parents/guardians. Alternatively, a prescribed electronic Application Form may be completed by one of the Applicant's parents or Guardians and submitted to the Club Secretary, complete with accompanying electronic payment for the prescribed fee.
- 5.9 Applications for Full Membership shall be brought for approval by the Club Secretary to a meeting(s) of the Club Executive. Applications for membership shall be approved by a simple majority of the Executive Committee. In accordance with Rule 2.1(b) of the Official Guide, membership of the Association shall only be granted by a club, to persons who subscribe to and undertake to further the aims and objectives of the Gaelic Athletic Association, as stated in the Official Guide. A list, in alphabetical order, of the names and addresses of all club members shall be retained by the Club Secretary and/or kept safely on the club premises. Only a full member who has satisfied the condition of Rule 4.1 of the Official Guide may be nominated for or elected to any Elective Office referred to in the Official Guide.
- 5.9.1 Persons shall not be admitted to any of the privileges of Membership until after their election by the procedures stated in this Article.
- 5.10 If and when the Application for Membership has been accepted by the Executive Committee, the new Member's particulars shall be submitted by the Club Registrar to the Central Council, by the process of Electronic Registration, for Registration and allocation of a personal membership number.

### **DISCIPLINARY POWERS AND PROCEDURES**

- 5.11.1 The Executive Committee shall have the power to investigate and process matters relating to alleged breaches of this Constitution or the Official Guide by Club members in the same manner as a Competitions Control Committee or a Management Committee in Chapter 7 of the Official Guide. It shall follow the procedures set out in Rule 7.3 of the Official Guide. Where a Defending Party seeks a Hearing, it shall be provided by the County

Hearings Committee. There shall be no appeal against a decision of Hearings Committee in relation to Disciplinary Action initiated by the Executive Committee.

- 5.11.2 Unless the offence is brought to the notice of the County Committee of the G.A.A. by the Club, and that body, having considered the merits of the case and having regard to the rights of the player or member, confirms the penalty imposed, the member continues to be a legal member of the Association and is suspended from Club activities only.

### **SUBSCRIPTIONS**

- 6.1 The Annual Subscription to be paid by members of the Club shall be determined by the Executive Committee and ratified at the Annual General Meeting.
- 6.2 The determined Annual Subscription shall be payable on election and thereafter annually, in advance of the date and in the manner decided by the Executive Committee. The date set shall be a date prior to March 31st each year.

### **EXECUTIVE COMMITTEE**

- 7.1 The business and affairs of the Club shall be under the management of an Executive Committee, and it shall be the controlling body of the Club.
- 7.2 The Executive Committee shall be comprised of the Chairperson, Vice-Chairperson, Treasurer, Secretary, Registrar, Officer for Irish Language and Culture, Public Relations Officer, Children's Officer, one Players' Representative, additional officers including the President and any other Officers appointed by the Executive, and up to twenty-five other Full Members.
- 7.3 Nominations to serve on the Executive Committee shall be by any two Full Members (which may include the nominee) whose membership fees are paid up to date in accordance with Rule 6.2 and who are not suspended or disqualified under this Constitution and Rules or the Official Guide.
- 7.4 The Executive Committee, shall be elected by the Full Members present, entitled to vote and voting at the Annual General Meeting. Exceptions: The Children's Officer and the Officer for Irish Language and Culture, and the Players' Representative, who shall have participated as a player with the Club within the previous 48 weeks, shall be appointed at the Annual General Meeting on the recommendation of the outgoing Executive Committee.

- 7.4.1 The Players' Representative shall be selected by the players prior to a date appointed by the Executive Committee. In default of such a selection, the Executive Committee shall select the Players' Representative for recommendation to the Annual General Meeting.
- 7.5 Only Full Members, whose Membership Fees are paid up to date in accordance with Article 6.2 and who are not suspended or disqualified under this Constitution or Rules of the Official Guide, shall be eligible for election to the Executive Committee.
- 7.6 The outgoing Executive Committee shall conduct the Annual General Meeting.
- 7.7 The Executive Committee shall hold office until the conclusion of the following Annual General Meeting.
- 7.8 The Executive Committee shall meet at least once each quarter, and four members present shall constitute a quorum at a meeting of the Executive Committee.
- 7.9 The Chairperson, when present, shall preside over all meetings of the Executive Committee; in his absence, the Vice Chairperson shall preside.
- 7.10 If both the Chairperson and the Vice-Chairperson are absent, the Committee shall appoint a member present to preside at the Meeting.
- 7.11 The Secretary shall record the Minutes of each Meeting. If the Secretary is absent, the Committee shall appoint a member present to record the Minutes.
- 7.12 The Minutes shall specify the date of the Meeting, those present, and a brief account of the Meeting, and shall be read to the next Meeting.
- 7.13 Such Minutes, if agreed as being accurate or having been appropriately amended, shall be signed by the Chairperson and Secretary, having been first proposed, seconded, and adopted.
- 7.14 The Executive Committee shall have the sole right to appoint Sub-Committees and Managers/Coaches/Selectors of teams as required.
- 7.15 The Executive Committee shall define the duties of such Sub-Committees and retain control in all matters and activities which it considers of importance to the general welfare of the Club,



including the disposal of any funds in the hands of such Sub-Committees.

- 7.16 The Executive Committee shall have power to nominate the Chairperson of such Sub Committees.
- 7.17 The Chairperson, Vice-Chairperson, Secretary and Treasurer of the Executive Committee shall be ex- officio members of all Sub-Committees.
- 7.18 The Executive Committee shall have power from time to time to make, alter and repeal all such Regulations as they deem necessary, expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such Regulations set out:
- (a) The terms and conditions upon which guests, children of members of the Club and visitors shall be permitted to use the premises and property of the Club;
  - (b) The times of opening and closing the Pavilion Grounds and Premises of the Club, or any part thereof.
  - (c) The conduct of members of the Club in relation to one another.
  - (d) The setting aside of the whole or any part or parts of the Club's premises for any particular time or times, or for any particular purpose or purposes subject to the consent of Central Council.
  - (e) And generally, all such matters as are commonly the subject matter of this Constitution.
- 7.19 The Executive Committee shall approve Motions to County Convention in accordance with Rule 3.14 Official Guide.
- 7.20 The Executive Committee shall adopt such means as they deem sufficient, to bring to the notice of members of the Club all such Regulations and all alterations and repeals.
- 7.21 All such Regulations so long as they shall be in force, shall be binding upon all members of the Club, provided nevertheless that no Regulations shall be inconsistent with or shall affect or repeal anything contained in this Constitution and Rules or the Official Guide, and that any Regulations may be set aside by a special resolution of a General Meeting of the Club.

7.22 Each Full Member shall have the right to be heard by the Executive Committee upon any complaint or representation sent by him, in writing, to the Secretary.

7.23 A Special meeting of the Executive Committee may be called:

- (a) by the Secretary or
- (b) by the Secretary, for a date not more than seven days from the date of the receipt by him of a requisition duly signed by four members of the Executive Committee.
- (c) Such requisition shall set out the purpose for which the special meeting is required.

7.24 Any Member of the Executive Committee who shall have absented himself from three consecutive meetings, without reasonable explanation, shall be deemed to have resigned from the Executive Committee.

7.25 Should any Member of the Executive Committee resign, be deemed to have resigned, or his position otherwise lapse, the remaining members of the Executive Committee shall, at their discretion, have the power to fill the vacancy, by co-opting a replacement from the body of the Full Membership.

7.26 The service of any Member so co-opted on to the Executive Committee shall not be reckoned in calculating the length of service such Member, if subsequently elected to serve on the Executive Committee.

### **GENERAL MEETINGS**

8.1 The Club shall in each year hold a general meeting as its Annual General Meeting, in addition to any other General Meetings in that year, and shall specify the meeting as such in the notice calling it.

8.2 All General Meetings, other than Annual General Meetings, shall be called Special General Meetings.

8.3 An Annual General Meeting shall be held at such time as shall be decided upon by the Executive Committee. The Annual General Meeting shall not be held later than 30th November without the prior approval of the County Committee.

- 8.4 The following business shall be transacted at the Annual General Meeting:
- (a) Adoption of Standing Orders.
  - (b) Minutes of previous Annual General Meeting.
  - (c) Consideration of the Annual Report submitted by the Secretary.
  - (d) Consideration of the Financial Statements including the Report of the Accountant(s) or Auditor(s).
  - (e) The Chairperson's Address.
  - (f) Election of Officers and Members of the Executive Committee.
  - (g) Notices of Motion.
  - (h) Other Business

**Note: "Other Business" does not include the appointment of Managers/Coaches/Selectors of teams which is the business of the Executive Committee of the Club.**

8.5 The Annual General meeting of the Club shall be called in the following manner:

- 8.5.1 The Executive Committee shall decide upon a date, time and place for the meeting, allowing adequate time to meet the time limits set out hereunder.
- 8.5.2 Once the date of the Annual General Meeting has been fixed, the Secretary shall give at least twenty-one days' notice in writing, electronically and/or otherwise, to the members of such date, at the same time inviting nominations for election to the Executive Committee for the following year and motions for consideration at the Annual General meeting, also specifying that such nominations and motions shall be received by the Secretary by a date not less than fourteen days prior to the date fixed for the meeting.
- 8.5.3 The Secretary shall then, on or after the date specified for return to the secretary of such Nominations and Motions, but so as to give the members seven days clear notice before the meeting, circulate, electronically and/or otherwise, to the members the following documentation:
- (a) Copy of the Agenda for the meeting.
  - (b) Copy of the Annual Report of the Secretary.
  - (c) Copy of the Financial Statements, including the Report of the Accountant(s) or Auditor(s)

- (d) Details of the Nominations for election to the Executive Committee.
  - (e) Copies of any motions for consideration at the meeting.
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- 8.6 In the event of the number of Nominees for any particular Executive Committee position being equal to or less than the number of positions to be filled, such Nominees shall be declared elected, and any positions left unfilled, due to the lack of Nominees or Nominees withdrawing, shall be filled by the new Executive Committee, as soon as practical after the Annual General Meeting.
  - 8.7 A Special General Meeting may be called by the Executive Committee at any time, provided ten days clear notice, in writing, shall be given to the members, specifying the purpose of such Special General Meeting,
  - 8.8 The Executive Committee shall call a Special General Meeting for a date not more than twenty-one days from the receipt by the Executive Committee of a requisition, in writing, signed by twelve members of the Club, and ten clear days' notice, in writing, shall be given to the Members.
  - 8.8.1 Such Requisitions by members of the Club shall set out the purpose for which the Special General Meeting is required and shall be lodged with the Secretary.
  - 8.8.2 If the Special General Meeting is not called for a date within the twenty-one days stipulated, then the Requisitioners may themselves convene a Special General Meeting. If requested, the County Secretary shall assist the Requisitioners in convening the Special General Meeting.
  - 8.9 No other business, outside that specified in the Notice, shall be transacted at a Special General Meeting.
  - 8.10 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, fifteen per cent of Full Members

- eligible to vote shall be a quorum at a General Meeting, subject to a minimum of 15 members being present.
- 8.11 If within half an hour after the time appointed for a General Meeting, a quorum of members is not present, the meeting if convened on the requisition of members shall be dissolved; in any other case it shall stand adjourned and be rearranged at a date and time to be decided by the Executive Committee, provided the reconvened meeting takes place within 14 days of the original meeting; and if at the reconvened meeting a quorum of members is not present within half an hour after the time appointed for the meeting, the members then present shall be a quorum.
- 8.12 The Chairperson, and failing him the Vice-Chairperson, shall preside as Chairperson at every General Meeting of the Club.
- 8.13 If there is no such Chairperson, or if at any meeting he is not present within thirty minutes after the time appointed for the holding of the meeting, the members then present shall choose someone of their number who is a member of the Executive Committee to be Chairperson of the meeting, and if there shall be no Member of the Executive Committee present, then the members shall elect any one of their number to be Chairperson of the Meeting.
- 8.14 The Chairperson may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any reconvened meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 8.15 Failure to comply strictly with the time limits set out in this Constitution and Rules or the non-receipt of Notice of a Meeting by any persons entitled to receive notice shall not invalidate the proceedings at that meeting, but shall entitle the majority of members present to seek and be granted an adjournment of the meeting to such date by which they would be given an adequate time to be furnished with and consider the contents of any relevant documentation.

## **VOTING**

- 9.1 Only Full Members, whose membership fees are paid up to date in accordance with Rule 6.2, and who are not suspended or disqualified under this Constitution and Rules or the Official Guide, shall be eligible to vote at a General Meeting. The onus shall be on the member to prove that he has paid his subscription.
- 9.2 A Chairperson of a General Meeting, Executive Committee meeting or any Sub-Committee meeting shall, in the event of a tie, whether on a show of hands or on a ballot, have a casting vote in addition to his vote as a member, irrespective of whether or not he had originally voted on the issue, other than for the election to any position, when the outcome in the event of a tie shall be decided by lot. The first person chosen shall be deemed the winner of the tie.
- 9.3 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless, before or on the declaration of the result of the show of hands, a ballot is demanded:
- (a) by the Chairperson
  - (b) by at least five members present and entitled to vote.
- 9.4 Unless a ballot is so demanded, a declaration by the Chairperson that a resolution has on the show of hands been carried, or carried unanimously, or by a particular majority, or lost, shall be final, and an entry to that effect in the book containing the minutes of proceedings of the Club shall be conclusive evidence of the fact, without proof of the number or proportion of the votes in favour of or against such resolution.
- 9.5 If a ballot is so demanded, the same shall be taken in such manner as the Chairperson directs, and the result of the ballot shall be deemed to be the decision of the meeting at which the ballot was demanded.
- 9.6 A Secret Ballot shall be carried out to decide the result of any contest for any elective position.

## **ASSETS AND TRUSTEES**

- 10.1 All property owned by a Club is held upon Trust for the benefit of the Club concerned. The Trust is subject to and governed by

the provisions of the Official Guide and the Code on Trusts of Association Property, both as amended from time to time.

All such property shall be vested in the Corporate Trustee and/or a number of full members as Trustees.

- 10.2 The Club shall have power to acquire, hold and develop, lease, mortgage, charge, exchange or sell Real and Personal Property, and to borrow or raise money in promotion of the objects of the Club, subject to the overall authority of the Central Council of the G.A.A.
- 10.3 The Real Property shall not be leased, mortgaged, charged, exchanged, sold, conveyed, transferred or otherwise dealt with without the consent in writing of the Central Council of the G.A.A., or as may be set out in any separate Declaration of Trust.
- 10.4 (A) The Personal Property owned or held by a Club shall be vested in the Chairperson, Treasurer and Secretary who shall hold it in Trust for the Club.
- (B) The Real Property owned by a Club, shall be vested in the following:
- (i) Five Trustees, three of whom shall be appointed for and on behalf of a Club, one of whom shall be appointed for and on behalf of the relevant County Committee, and one of whom shall be appointed for and on behalf of the relevant Provincial Council; or
- (ii) Four Trustees, three of whom shall be appointed for and on behalf of a Club and the Corporate Trustee shall be appointed for and on behalf of the relevant County Committee and Provincial Council; or
- (iii) One Trustee being the Corporate Trustee.

F or Real Property situated in England and Wales the only available option is (ii).

10.5 The Executive Committee may determine whether the Corporate Trustee or other persons shall be appointed as Trustees for and on behalf of the Club for the purposes of Rule 5.3(B)(b)(1)(i) or (ii) of the Official Guide and who those persons shall be.

10.6 By way of acceptance of their appointment and as and when required by Central Council, the Trustees of the Real Property shall execute a Declaration of Trust, as approved by Central Council, and which shall contain the provisions for appointment, removal and replacement of Trustees as well as regulating the conduct of the Trustees in performing their duties and

exercising their powers under the trust. The terms of the Declaration of Trust approved by Central Council may be amended or replaced by Central Council from time to time.

- 10.7 Where the trustee is an individual, a Trustee shall hold office until his/her retirement or death unless replaced in accordance with the provisions of Rule 5.3, Official Guide and the Code on Association Property.
- 10.8 The Trustees of the Real Property, having first obtained the consent of the Central Council of the G.A.A. where necessary, shall exercise their powers and perform their duties as directed by the Club and in accordance with the Rules in Chapter 5 of the Official Guide and the Code on Association Property.
- 10.9 A Directive of the Club shall be given by a resolution of the full members of the Club, passed by a majority of the members present, entitled to vote and voting at a duly convened General Meeting and when so passed shall be binding upon all members of the Club.
- 10.10 A Certificate signed by the Secretary shall, in favour of any person relying on same, be conclusive evidence that a Directive, complying in all respect with the provisions of this Rule, was duly given to the Trustees.
- 10.11 The Trustees of the Personal Property shall invest and use such property in accordance with the Directives of the Executive Committee, of which an entry in the Minute book shall be conclusive evidence.
- 10.12 The Club shall indemnify and save harmless its Trustees in respect of any loss or expenses bona fide incurred by them in or about the execution of their powers and duties.

### **BOOKS AND ACCOUNTS**

- 11.1 The Executive Committee shall open an Account (or additional Accounts that are approved by the Club Executive) with an approved Financial Institution on behalf of the Club, and all cheques and or electronic transfers authorised in writing drawn on the said account shall be signed by the Treasurer and countersigned by one of either the Chairperson or Secretary. Only the Executive Committee may open account(s) on behalf of the club.
- 11.2 The Executive Committee shall cause proper Books of Account to be kept in respect of:



(a) All sums of money received and expended by the Club, and the matters in respect of which such receipts and expenditures take place; and

(b) All Sales and Purchases of goods by the Club; and

(c) The Assets and Liabilities of the Club.

11.3 The Books of Account shall be kept at such place or places as the Executive Committee shall think fit, and shall at all reasonable times be open to the inspection of the members of the Executive Committee.

11.4 The Executive Committee shall from time to time determine whether and to what extent and at what times and places, and under what conditions and regulations, the Accounts and Books of the Club, or any of them shall be open to the inspection of Full Members of the Club not being an Executive Committee member, and no member (not being an Executive Committee Member) shall have any right of inspection of any Account or Book or Document of the Club except as authorised by the Executive Committee.

11.5 A n independent suitably qualified Person or Persons shall be appointed as Accountant(s) or as Auditor(s) to report on the Accounts/Financial Statements of the Club for presentation at the Annual General Meeting. If deemed appropriate by the Executive Committee of the Club the Accounts/Financial Statements shall be audited.

A copy of the Accounts/Financial Statements, as adopted and approved, shall be submitted to the County Committee within four weeks of the date of the Annual General Meeting.

11.6 The Books and Accounts of the Club shall be presented to such Accountant(s) or Auditor(s) by the Committee in sufficient time to enable the Report of such Accountant(s) or Auditor(s) to be available and considered at the Annual General Meeting of the Club.

11.7 The Financial Statements shall be approved by the Executive Committee, and signed by two of three Officers –

Chairperson, Secretary, Treasurer – on behalf of the Executive Committee.

- 11.8 The Executive Committee shall cause to be prepared and laid before the Annual General Meeting an Account of Income and Expenditure and a Balance Sheet made up to a date not more than six months before such meeting.
- 11.9 A ll Books of Account, including all documents, vouchers, statements and notes, as well as all minute books, notes of meetings, original and copy correspondence and all such documents are the property of the Club, and no person shall have any personal title to or interest in such documents to the exclusion of the Club.
- 11.10 The end of the Club Financial year shall be September 30th.
- 11.11 Similar provisions to the above shall apply to Clubs entitled to and availing of the provisions of Article 15 below.

### **INCOME AND PROPERTY**

- 12.1 No portion of the Income and Property of the Club shall be paid or transferred directly or indirectly by way of profit, dividend, bonus or otherwise howsoever to the Members of the Club.
- 12.2 No Officer shall be appointed to any Office within the Club paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club in respect of such Office, provided however nothing shall prevent any payment in good faith by the Club of:
- (a) reasonable and proper remuneration to any Member or Officer of the Club for any services rendered to the Club (other than as an Officer);
  - (b) reasonable and proper remuneration to any company of which a member or Officer of the Club is a director or shareholder, for any services rendered to the Club.
  - (c) interest at a rate not exceeding 5% per annum on money lent by Officers or other Members of the Club to the Club.
  - (d) reasonable and proper rent for premises demised and let by Officers or other Members of the Club (including any Officer) to the Club.
  - (e) reasonable and proper out of pocket expenses incurred by any Officer in connection with their attendance to any matter affecting the Club;

- (1) fees, remuneration or other benefit in money or money's worth to any Company of which an Officer may be a member, holding not more than one hundredth part of the issued capital of such Company.

### **WINDING UP**

- 13.1 A resolution to Wind Up a Club shall be passed only at a General Meeting, specially summoned for the purpose of such resolution, if supported by not less than three-fourths of those present, entitled to vote and voting.
- 13.2 A ny decision to Wind Up a Club shall be subject to the approval of the County Committee.
- 13.3 I f upon such Winding Up, there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid or distributed amongst the members, but the Trustees shall continue to hold same in trust for the appropriate County Committee of the G.A.A., to be used or disposed of as such County Committee shall direct, but shall in no instance pay or distribute such property amongst Officers, Members or Employees of the Club.

### **ADDITIONS TO AND AMENDMENTS OF ARTICLES**

- 14.1 Additions to and Amendments of this Constitution may be made at an Annual General Meeting or at a Special General Meeting called for that purpose, providing that the Resolution proposing same is carried by a vote of three-fifths of the members present, entitled to vote and voting, that same do not conflict with the Official Guide, and that approval is given by the County Management Committee for the change(s).
- 14.2 M embers wishing to propose Additions to or Amendments of this Constitution must send notice of the proposed Additions or Amendments in writing to the Secretary not later than fourteen days before the Annual General Meeting, or Special General Meeting as provided by Article 8.7 hereof.
- 14.3 W here appropriate, no Addition or Amendments shall be made to or in the provisions of the Main Object(s) (3), Income and Property (12) and the Winding-Up (13) Clauses in this Constitution for the time being in force, unless the same shall have been previously approved, in writing, by the relevant statutory authorities.

## **LARGE CITY OR URBAN CLUBS**

- 15 Clonakilty GAA has been considered by the Executive Committee of Cork County Board to be a large City or Urban Club with major commercial and property interests and therefore may have a Club Committee Structure at variance from the standard structures outlined in this Constitution, to ensure proper organisation and governance of its commercial, property and allied financial activities.

Such structure shall be subject to Club General Meetings of Full Members in-

- (a) The Appointment of Committee Members who have responsibility for commercial property and allied financial activities.
- (b) The submission for approval of Annual Reports.
- (c) Like provisions of Article 11 above being applicable, including Annual Financial Audited Accounts of the commercial, property and allied financial activities being prepared and laid before an Annual General Meeting.
- (d) The provisions of Articles 10 (and specifically of section 10.9) and 12 of this Constitution being complied with.

A Club Structure, as envisaged by this Article, shall have the approval of the County Management Committee in advance of it being implemented.

## **COMPLIANCE WITH PROVISIONS OF OFFICIAL GUIDE**

16. This Constitution shall be read in conjunction with and subject to the Official Guide.

## **INTERPRETATION OF CLUB CONSTITUTION AND RULES**

17. A Club's General Meeting of members may appoint a Committee with the sole responsibility for the Interpretation of the Club's Constitution (with the exception of Articles 5.11.1 and 5.11.2) and of any bye-laws and regulations made herein. It shall be named - "The Club's Interpretation of Club Constitution Committee"

If the absence of the appointment by a General Meeting of members of an Interpretation of Club Constitution Committee, the Executive Committee shall by default have this responsibility.

A decision of the Interpretation of Club Constitution Committee or the Executive Committee, as applicable, upon any question of interpretation, or upon any matter affecting the Club and not provided for, shall be final and binding on the members, subject to appeal to the Hearings Committee of the County Committee in accordance with the provisions of Rule 5.11.1. Beyond this, a member, or the club may exercise its right in accordance with Rule 7.13 of the Official Guide.

#### **GENERAL**

- 18.1 A Notice may be given by the Club to any Member in accordance with Rule 4.6 of the Official Guide.
- 18.2 The failure to give notice of any meeting or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 18.3 **This Constitution shall be taken as an amendment of and in substitution for any existing Constitution of Clonakilty G.A.A. Club as of the 7<sup>th</sup> day of November 2022.**

## As part of Format No. 2(A)

### FOR THE ADOPTION OF CLUBS WHICH OWN/ OPERATE LICENSED BARS IN THE 26 COUNTIES DISTRIBUTION OF INTOXICATING LIQUOR

- 19.1 No Member, Officer, Committee Member, Manager or Employee of the Club shall have any personal interest in the sale of excisable liquors therein, or in the profits arising from such sale.
- 19.2 Except in the case of a group visiting the Club, as provided for by Section 30 of the Intoxicating Liquor Act 2000, a visitor shall not be supplied with excisable liquor in the Club premises unless on the invitation and in the company of a member of the Club, and that such member shall upon the admission of such visitor to the Club Premises or immediately upon his being supplied with such liquor enter his own name and the name and address of the visitor in a book kept for that purpose, and which shall show the date of each visit.
- 19.3 No excisable liquors 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.
- 19.4 No excisable liquors shall be sold or supplied on the Club Premises to any person under eighteen years of age.
- 19.5 (1) Subject to the exceptions specified in paragraph (2) of this Article, no excisable liquor shall be supplied for consumption on the Club Premises to any person (other than a member of the Club lodging in the Club Premises) or be consumed on the club premises by any person (other than a member of the Club lodging in the Club Premises) -
- (a) at any time on Christmas Day;
- (b) on any other day, as specified hereunder,
- outside the times so specified in respect of it-
- (i) Saint Patrick's Day: between 12.30 p.m. and 12.30 a.m. on the following day;
- (ii) the 23rd of December: if it falls on a Sunday, between
- 10.30 a.m. and 11.30 p.m.;

- (iii) Christmas Eve: between 10.30 a.m. and 11.30 p.m.;
- (iv) the eve of any public holiday (other than Christmas Eve):
  - (I) if the eve falls on a weekday, between 10.30 a.m. and 12.30 a.m. on the following day, or
  - (II) if it falls on a Sunday, between 12.30 p.m. and 12.30 a.m. on the following day:
- (v) any other Sunday (except a Saint Patrick's Day which falls on a Sunday): between 12.30 p.m. and 11 p.m.;
- (vi) any other Monday, Tuesday, Wednesday, or Thursday: between 10.30 a.m. and 11.30 p.m.;
- (vii) and any other Friday or Saturday: between 10.30 a.m. and 12.30 a.m. on the following day.

(1A) The hours specified in paragraph (b) of subsection (1) in respect of any day specified in that paragraph are in addition to the period between midnight and 12.30 a.m. on that day, where that period is included in the hours so specified in respect of the eve of that day.

(1B) In subsection (1), 'public holiday' has the meaning given

to it by the Organisation of Working time Act, 1997.

19.6 Nothing contained in the Registration of Clubs Acts, 1904 to

2003 or contained, by virtue only of the operation of paragraph (1) of this Article, 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 the Club premises by any person:

- (a) on Christmas Day, between 12.00 midday and 10.00 p.m. or
- (b) 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 subsection (1) (b), to supply any excisable liquor for consumption on the Club premises.

If in each case the excisable liquor is-

- (i) ordered by or on behalf of that person at the same time as a substantial meal is ordered, and
- (ii) consumed by that person during the meal or after the meal has ended.

- 19.7 Notwithstanding the previous provisions of Article 19, any sale, supply and consumption of excisable liquors in the building or grounds of the Club permitted under the Intoxicating Liquor Acts or any amendments thereto shall be lawful and not a breach of the Rules of this Club.



# Cumann Lúthchleas Gael

## 2021 Full Membership Application Form

Ainm/Name: \_\_\_\_\_

Seoladh/Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email (if available): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

I hereby apply to: \_\_\_\_\_ Club ("the Club") for Membership of the Club and Membership of Cumann Lúthchleas Gael (The Gaelic Athletic Association) ("GAA") ("Membership")

I subscribe to and undertake to further the aims and objectives of the Club and of Cumann Lúthchleas Gael (The Gaelic Athletic Association) and to abide by its Rules, and I attach herewith the appropriate membership fee as determined by the above Club.

- I understand the personal data on this form ("Personal Data") will be used by the Club and the GAA for the contractual purpose of registering (or re-registering) and maintaining my Membership, and notifying me of Club activities such as matches, meetings and Club events.
- I understand that the Personal Data will be retained by the Club and the GAA for such period as my Membership subsists and a reasonable period thereafter if necessary.
- I understand that once granted, Full Membership of the Association shall continue for life, unless the Member resigns in writing or is expelled in line with the Official Guide.
- I understand that I can resign my Membership by writing to the Club or the GAA and my Personal Data will then be erased.
- I understand that my Personal Data will also be used for administrative purposes to maintain my Membership including club and team administration, registrations, teamsheets, referee reports, disciplinary matters, Injury Reports, transfers, sanctions, permits and for statistical purposes.
- I understand that if I do not provide my Personal Data my Membership cannot be registered with the Club and the GAA.
- I understand that the Club will provide me with updates regarding Club activities such as games, training, meetings and membership.

Síniú/Signed \_\_\_\_\_ Dáta: \_\_\_\_\_

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

I have read the important Data Protection information on the reverse of this form and have given my consent, by ticking the boxes and signing below, for my information to be used as follows:

(Please tick as appropriate)

(1) To provide me with details of Club fundraising activities including social occasions, ticket sales etc

(2) I am aware that my photograph or video image may be taken whilst attending or participating in games or activities connected with the Club and I consent to it being used by the Club for items like match programmes, year books, match reports, event reports or on the Club website or social media channels.

I understand that I can withdraw my consent at any time by writing to the [Club or the GAA].

I understand my rights under Data Protection legislation, as outlined on the reverse of this form

Signature of Full Member Proposing New Member

\_\_\_\_\_ Dáta: \_\_\_\_\_

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

Signature of Full Member Seconding Proposal

\_\_\_\_\_ Dáta: \_\_\_\_\_

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

**For Official Use only:**

Membership/approved by Club Executive on Dáta \_\_\_\_\_

Sinthe: \_\_\_\_\_ Club Runaí.

Registered in Central Membership Database on \_\_\_\_\_

Membership Identification Number: \_\_\_\_\_

Upon election, your membership details will be entered on the G.A.A. Membership database in accordance with Rule 2.2.

# Cumann Lúthchleas Gael

## 2021 Child/Youth Membership Application Form

Ainm/Name: \_\_\_\_\_

Seoladh/Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email (If available): \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_

Gender:

I hereby apply to: \_\_\_\_\_ Club ("the Club") for Membership of the Club and Membership of Cumann Lúthchleas Gael (The Gaelic Athletic Association) ("GAA") ("Membership") I subscribe to and undertake to further the aims and objectives of (Association) to abide by its Rules including the **Code of Behaviour (Underage)**, which is available at: <http://gaa.ie/the-gaa/child-welfare-and-protection/>

Sínithe/Signed \_\_\_\_\_ Dáta: \_\_\_\_\_

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

### Parent(s)/Guardian(s), on behalf of the above named:-

- We/I consent to the above Application and to undertakings given by the Applicant.
- We/I understand the personal data on this form will be used by the Club and the Association for the contractual purpose of registering (or re-registering) and maintaining the Applicant's Membership and notification of Club activities such as matches, meetings and Club events.
- We/I understand that the Personal Data will be retained by the Club and the Association for such period as the Applicant's Membership subsists and for a reasonable period thereafter if necessary.
- We/I understand that We/I can resign the Applicant's Membership by writing to the Club or the Association and their Personal Data will then be erased except where the Club or the Association has a clear justification to retain such Personal Data.
- We/I understand that the Applicant's Personal Data will also be used for administrative purposes to maintain their Membership including club and team administration, registrations, teamsheets, referee reports, disciplinary matters, injury reports, transfers, sanctions, permits and for statistical purposes.
- We/I understand that if I do not provide the Applicant's Personal Data their Membership cannot be registered with the Club and the Association
- We/I understand that the Club will provide me on my own behalf and on behalf of my child with updates regarding Club activities such as games, training, meetings and membership.

Sínithe/Signed \_\_\_\_\_ (Parent/Guardian) Dáta: \_\_\_\_\_

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

## Medical Information

Please outline any medical information (i.e. allergies, conditions, medication) which may impact on your child's health, welfare or behaviour while participating in our activities.

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- I consent to the processing of the personal medical data as outlined above for the purpose of administering medical assistance to my child if required.
- In the event of illness/injury, I give permission for medical treatment to be administered by a nominated first aider, or by suitably qualified medical practitioners.
- If I cannot be contacted and my child requires emergency hospital treatment, I authorise a qualified medical practitioner to provide emergency treatment or medication.

Sínte/Signed \_\_\_\_\_ (Parent/Guardian)      Dáta: \_\_\_\_\_

I have read the important Data Protection information on the reverse of this form and have given my consent, by ticking the boxes and signing below, for my information to be used as follows: (Please tick as appropriate)

- 1) To provide me with details of Club fundraising activities including, social occasions, ticket sales etc.
- 2) I am aware that my child's photograph or video image may be taken whilst attending or participating in games or activities connected with the Club and I consent to it being used in the promotion of Gaelic Games, print, online/digital and social media mediums of communication.

I understand that I can withdraw my consent at any time by writing to the [Club or my Association].  
I understand my rights under Data Protection legislation, as outlined on later on this form

Sínte/Signed: \_\_\_\_\_ Parent/Guardian      Dáta: \_\_\_\_\_

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

Signature of Full Member Proposing New Member

\_\_\_\_\_ Dáta \_\_\_\_\_

Print Name \_\_\_\_\_

Signature of Full Member Seconding Proposal

\_\_\_\_\_ Dáta \_\_\_\_\_

Print Name \_\_\_\_\_

### For Official Use only:

Registered in Central Membership Database on \_\_\_\_\_

Membership Identification Number: \_\_\_\_\_

Upon election, your membership details will be entered on the Association's membership database in accordance with Rule.

## **IMPORTANT NOTIFICATION**

The following Privacy Information is being provided to you as outlined in the General Data Protection Regulation. It is intended to inform you of how the Personal Information provided on this form will be used, by whom and for what purposes. If you are unclear on any aspect of this form, or want any further information, please contact the GAA's Data Protection Officer (01 8658600 or [dataprotection@gaa.ie](mailto:dataprotection@gaa.ie)).

### **Who is the data controller?**

The Club and the GAA are Joint Data Controllers of the Personal Data contained on this form and contact details for the Club are as follows [Club Name, Address, Phone / email].

### **Who is the Data Protection Officer for the GAA and the Club?**

Details of the GAA's Data Protection Officer are available on the GAA's website [gaa.ie/dataprotection](http://gaa.ie/dataprotection). You can contact our Data Protection Officer by emailing [dataprotection@gaa.ie](mailto:dataprotection@gaa.ie) or by calling 01 8658600, if you have any questions or wish to make any request in relation to your personal data.

### **What is the purpose of processing my Personal Data?**

The purpose for processing your Personal Data is that it is necessary for the performance of a contract in order to register and maintain your membership with the Club and the GAA.

The purpose is also to keep you informed of GAA events and fundraisers. We will only use your personal data for this second purpose if you have provided your explicit consent for this by ticking the boxes on this form.

### **Will anyone else receive a copy of my Personal Data?**

Your Personal Data can be accessed by certain members of the County Committees, Provincial Councils and the Central Council of the Gaelic Athletic Association for administrative purposes. This will be done in accordance with our data protection policy only.

In the event of an injury or insurance claim, details of your claim which will include your Personal Data will be passed to our Injury Fund Administrators, DWF based at 5 George's Dock, IFSC, Dublin 1.

### **Where is your Personal Data stored?**

Your data will be stored electronically on the GAA Membership Database which is provided by Dawson Andrews, based at 17a Ormeau Ave, Belfast BT2 8HD.

### **Who is Dawson Andrews?**

Dawson Andrews is a "data processor" who hosts the database on which your information is stored. We have a contract in place with Dawson Andrews to ensure your Personal Data is stored safely and securely.

### **How long will your Personal Data be stored for?**

Your Personal Data will be held for the duration of your Membership and it will be deleted by us in the event that you resign your Membership or you are expelled in accordance with the Official Guide. However, we may retain your Personal Data after your Membership ceases if we decide that it is strictly necessary to do so in the circumstances in accordance with our data retention policy.

### **How can I obtain a copy of the Personal Data held by the Club/GAA?**

You have the right to request a copy of all of your Personal Data and can do so by contacting us. This information will be provided to you within one month.

### **What are my privacy rights relating to my Personal Data?**

You have the right to have your Personal Data updated, rectified, or deleted in certain circumstances. You have the right to object to your Personal Data being processed and to withdraw your consent to processing - You can do so by contacting us.

### **Where can I get further information?**

Further information regarding your rights can be obtained through the **Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28** or on the website [www.dataprotection.ie](http://www.dataprotection.ie)

### **How do I make a complaint or report a breach?**

Should you wish to make a **complaint or report a breach** under in relation to your Personal Data, you can do so by filling in a webform on their website at [www.dataprotection.ie](http://www.dataprotection.ie), or by phone at 057 868 4800.



