

# **Galf Chumann Ceann Sibéal**

## **Bunreacht**

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### Bunreacht

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## **Galf Chumann Ceann Sibéal Bunreacht**

### **1. Introduction**

This Constitution shall come into force on and with effect from the Effective Date (as hereinafter defined) and shall be in substitution and replacement for all previous constitutions (and all ordinances, bye-laws and rules made under such constitutions) of Galf Chumann Ceann Sibéal.

### **2. Interpretation**

#### **(a) Definitions**

In this Constitution the following words and expressions shall have the meanings ascribed thereto as follows:

|               |   |
|---------------|---|
| “AGM Date”    | means:-<br><br>(i) the date between 1 October and 31 December in any year which shall be fixed by the Management Committee as the date for convening the annual general meeting of the Club; or<br><br>(ii) as the context requires, the period of time on the relevant date aforesaid between the moment of commencement of an annual general meeting of the Club and the moment of conclusion of such annual general meeting; |
| “Bye-Laws”    | means ordinances made from time to time by the Management Committee to govern the proper use and management of the Clubhouse and Course having regard to the rights, interests and entitlements of members and guests;  |
| “Chairperson” | means the Elected Member who shall have been appointed to act as chairperson of the Management Committee in accordance with this Constitution;  |
| “Club”        | means the voluntary association known as Galf Chumann Ceann Sibéal;   |
| “Clubhouse”   | means the Ceann Sibéal clubhouse;   |

|                          |  |
|--------------------------|--|
| “Club na n-Óg            | ‘Sé tá i gceist leis an dteideal seo ná ainm ar chumann na ndaoine óga ón am a thosnaíonn siad ag imirt galf go dtí go sroicheann siad ocht mbliana déag d’aois;   |
| “Comhghnás Club na n-Óg” | means a protocol approved by the Management Committee, in consultation with the Junior Convenors, the committee of the Men’s Club, the committee of the Ladies’ Club and with such members or independent advisors as the Management Committee shall consider necessary or desirable and which shall set out regulations for the governance and functioning of Club na n-Óg and shall include any amendment thereto from time to time as shall have been approved by the Management Committee in consultation as aforesaid;  |
| “Communications Officer” | means the Elected Member appointed by the Management Committee to act as communication officer of the Club in accordance with this Constitution;   |
| “CONGU”                  | means the Council of National Golfing Unions Limited incorporated in 2008 to which the operations of certain antecedent organisations were transferred and to which the Golfing Union of Ireland and the Irish Ladies’ Golf Union subscribe and to which the Club is affiliated and shall also include any successor organisation, body, union or company in which shall be vested the authority or power to regulate the methodology of assessing golfing ability and allotment of handicap so as to ensure fairness and equality amongst amateur golfers in playing the game of golf and CONGU Rules shall be construed accordingly; |
| “Constitution”           | means this constitution as adopted by the Voting Members of Galf Chumann Ceann Sibéal and implemented with effect from the Effective Date;   |
| “Course”                 | means the golf course and practice ground which are located, respectively, at Baile Uachtarach and Na Gorta Dubha, Baile an Fheirtéaraigh, Co. Chiarraí the title to which is held by Trustees upon trust for the benefit of the members of the Club pursuant to the Trust Deed;   |

|                        |  |
|------------------------|--|
| “Crest”                | means the crest design bearing images of a homing gull over the green landscape of Ceann Sibéal with 3 emblematic fleurs de lis and 2 linked golf clubs over a single golf ball with white footer stripline text $\Sigma\Delta\Gamma$ $\Delta\Sigma$ $\Sigma\Delta\epsilon\iota\lambda\zeta\epsilon$ encased in crescents of <i>Dingle Golf Links</i> and <i>Ceann Sibéal</i> , or such other crest with design and colour configuration as the Voting Members shall determine in general meeting from time to time; |
| “Effective Date”       | means 28 October 2017;   |
| “Elected Members”      | means the Voting Members elected or appointed to the Management Committee in accordance with this Constitution;  |
| “Finance Manager”      | means the Elected Member who shall have been appointed by the Management Committee to act as manager with overall responsibility for the Club’s finances and to perform, inter alia, the functions detailed in this Constitution;  |
| “Head Greenkeeper”     | means the person employed by the Club to act as superintendent of the Course and, subject to the direction of the Management Committee and / or any sub-committee established under Article 18 for the purposes of Course management, to oversee its management and upkeep;  |
| “Junior Convenor”      | means the person or persons appointed by the Management Committee as convenor of Club-na-nÓg;  |
| “Ladies’ Club”         | means the club consisting of ladies who are members of the Club and are affiliated to the Irish Ladies Golf Union;   |
| “Local Rules”          | means rules made from time to time by the Management Committee or any sub-committee of the Club for the purpose of regulating the use of the Course and which shall be printed on scorecards or otherwise notified or made available to members, visitors and guests;  |
| “Management Committee” | means the Elected Members and the Officers of the Club;  |

- “Men’s Club” means the club consisting of gentlemen who are members of the Club and are affiliated to the Golfing Union of Ireland or to any later Union;
- “Non-Voting Member” means any person who shall have been elected to membership in a category of members detailed in Article 5(b) and who shall have paid by not later than the due date such entrance fee (if any), annual subscription, levies or charges as shall have been approved by the Voting Members at a general meeting of the Club;
- “Officer of the Club” means each of the Captain and Vice-Captain of the Men’s Club and the Ladies’ Club;
- “Protocol” means a protocol to this Constitution which shall be adopted by each of the Men’s Club and the Ladies’ Club or a protocol for Club na n-Óg in each case approved by the Management Committee and which shall, respectively, set out regulations for the governance and functioning of each such club and shall include any amendment thereto from time to time as shall have been approved by the Management Committee;
- “Rotation Period” means the period of three consecutive years commencing on the AGM Date which shall be the Effective Date and thereafter the period of three consecutive years commencing on each successive AGM Date;
- “Rules of Golf” means the Rules of Golf and the Rules of Amateur Status approved from time to time by the Royal & Ancient Golf Club of St. Andrew’s, Fife, Scotland;
- “Secretary / Manager” means the person appointed to act as secretary / manager of the Club in accordance with Article 8 of this Constitution;
- “Trust Deed” means a deed of trust executed or to be executed on the authority of the Management Committee between the Club and the Trustees as the same may be amended or replaced from time to time and pursuant to which the Trustees hold or shall from time to time hold the rights, interests and title to property (including licenses) on behalf of the members of the Club;

- “Trustee” means a person elected by the Voting Members to be a trustee of Club property and to hold such property subject to the terms of a deed / declaration of trust approved by the Management Committee and “co-Trustees” shall be construed as 2 or more such persons together acting as Trustees;
- “UHS” means the Unified Handicapping System developed and regulated by CONGU as the same may be amended from time to time;
- “Voting Members” means (i) those persons who shall have been elected to membership of the Club and who shall have paid by not later than the due date such entrance fee (if any), annual subscription, levies or charges as shall have been approved by the Voting Members at a general meeting of the Club, (ii) those persons who shall have been elected to honorary membership of the Club in accordance with Article 20(d)(viii) and who shall have paid by not later than the due date such levies or charges as shall have been approved by the Voting Members at a general meeting of the Club, and (iii) those persons (other than Non-Voting Members who are International Life Members) who shall have exercised an option to purchase life membership in the Club and shall have paid by not later than the due date such levies or charges as shall have been approved by the Voting Members at a general meeting of the Club.

(b) In this Constitution:-

- (i) any word, title or term which is not otherwise defined and describes or refers to members (or any category of members) or Officers of the Club or to any authority (including a golfing authority) or to any concept or practice or shall otherwise have accepted meaning or be commonly known amongst the golfing community shall have the ordinary or usual meaning customarily ascribed thereto and, for the avoidance of doubt, references to members or categories of member or to Officers of the Club or to an Officer of the Men’s Club or an Officer of the Ladies’ Club (each as defined in their respective Protocols) which are gender neutral shall have their meaning determined by the context in which they occur;
- (ii) in áiteanna éagsúla tá cuid den mBunreacht seo scríbhthe as Gaelainn agus is ba chóir ciall a bhaint as na cuideanna san tré thuiscint na teangan;



- (iii) any reference to legislation or to regulation(s) made by any body to whose authority the Club shall submit or otherwise be subject to or in either case to any provision thereof shall be construed as a reference to any amendment, modification or re-enactment thereof from time to time;
- (iv) section headings are for ease of reference and shall not affect the construction or interpretation of any provision hereof;
- (v) unless the context shall otherwise require, words denoting one gender shall be construed as including the opposite gender; and
- (vi) terms importing the singular shall include the plural and vice-versa.

### **3. Príomh Aidhm agus Cúis Aonair an Chumainn**

Is é an príomh aidhm agus cúis aonair an Chumann ná an cluiche galf amaitéarach a fhorbairt agus a chur chun cinn agus, más féidir, sin a dhéanamh trí mheán na Gaeilge.

### **4. Rules of Golf and CONGU Rules Regulation - GUI (including Munster Golf) and ILGU**

Golf at the Club shall be played in accordance with and subject to the R&A Rules and regulations made by CONGU (including the UHS) and furthermore membership of the Club shall be conditional on members of the Men's Club and of the Ladies' Club adhering to the Rules of Golf, to CONGU Rules as well as to, respectively, rules or regulations made from time to time by the GUI (including Munster Golf) and the ILGU for the purposes of organising the playing of golf by members of the Men's Club and / or the Ladies' Club.

### **5. Categories of Members (Voting and Non-Voting Members)**

The Club shall have the following categories of members each with the respective rights and obligations referred to in each category:-

#### **(a) Voting Members**

Subject to the provisions of this Constitution, a Voting Member shall:-

- (i) in a timely manner, pay such annual subscription, levies or charges as shall have been approved by the Voting Members at a general meeting of the Club;
- (ii) be entitled to receive notice of, attend, participate in and vote at general meetings of the Club;
- (iii) be entitled to use and enjoy the facilities and privileges of the Clubhouse and the Course and to participate in Club activities;

- (iv) if elected or appointed, as the case may be, serve on the Management Committee or hold any office or appointment within the Club;
- (v) if elected, serve as a Trustee of the Club;
- (vi) be entitled to propose or second a proposal of any Voting Member for election as an Elected Member or as a Trustee of the Club;
- (vii) be entitled to nominate, propose or second a proposal of any person for election to membership whether as a Voting Member or Non-Voting Member of the Club;
- (viii) be entitled to propose or second a proposal or to vote in an election to any office or position in the Club of, or on any matter affecting, Non-Voting Members.

(b) Non-Voting Members

The following sub-categories shall be those of Non-Voting Members of the Club each having the respective rights prescribed as follows:-

(i) International Life Members

- I shall be those members who shall have been admitted to membership of the Club for life on payment of a prescribed fee and furthermore on terms which permit them and each of them to make full use of the Clubhouse facilities and to play in competitions organised by the Men's Club or the Ladies' Club as the case may be;
- II shall not be eligible to receive notice of general meetings of the Club or to attend or vote on any matters at such meetings or to propose or second any motion for or candidate for election at such general meeting.

(ii) Pavilion Members:

- I shall be elected for a period of one year solely for the purpose of availing of the social facilities of the Club and shall be eligible for re-election at the discretion of the Management Committee;
- II may, on such terms as to payment of green fees and usage of the Course as may be prescribed by the Management Committee from time to time, be permitted to play golf on the Course other

than in competitions organised by the Men's Club and / or the Ladies' Club;

III shall not be entitled to receive notice of or to vote at general meetings of the Club or to propose or second any motion for or candidate for election at such general meeting.

(iii) Juvenile Members

Juvenile members shall be those members who shall be aged between their age at the time of their application to join Club na n-Óg and 15 years of age who shall have been elected to membership by a sub-committee established for the purpose of considering such applications and which shall have consulted with the Men's Club and the Ladies' Club, such membership being subject to the following conditions:-

I the applicant shall have completed an application form for membership of the Club and such form shall have been countersigned by at least one parent or guardian;

II the applicant and such parent or guardian shall have had explained to them by the Junior Convenor the purpose and meaning of Comhgnás Club na n-Óg and they and each of them shall undertake to ensure that the conduct of the applicant will at all times respect and comply with Comhgnás Club na n-Óg while he or she shall be at the Clubhouse or on the Course or shall otherwise represent the Club at any event at any other golf club;

III the payment of such membership subscription as shall have been approved by the Voting Members at a general meeting of the Club;

IV shall not be entitled to receive notice of or to vote at general meetings of the Club or to propose or second any motion for, or candidate for election at, such general meeting;

V shall have their membership subject to annual review by the relevant sub-committee.

(iv) Junior Members

Junior members shall be those members who shall be aged between 16 and 18 years and who shall have been elected to membership of Club na n-Óg by a sub-committee established by the Management Committee for the purpose of considering such applications and which

shall have consulted with the Men's Club and the Ladies' Club, such membership being subject to the following conditions:-

- I the applicant shall have completed an application form for membership of the Club and such form shall have been countersigned by at least one parent or guardian;
  - II the applicant and such parent or guardian shall have had explained to them by the Junior Convenor the purpose and meaning of the Comhgnás Club na n-Óg and they and each of them shall undertake to ensure that the conduct of the applicant will at all times respect and comply with Comhgnás Club na n-Óg while he or she shall be at the Clubhouse or on the Course;
  - III payment of such membership subscription as shall have been approved by the Voting Members at a annual general meeting of the Club;
  - IV shall not be entitled to receive notice of or to vote at general meetings of the Club or to propose or second any motion for, or candidate for election at, such general meeting;
  - V shall have their membership subject to annual review by the relevant sub-committee.
- (v) such other category of membership and relevant rules as shall be determined by the Voting Members at a general meeting of the Club.

## **6. Application for and Election to Membership**

- (a) The number (if any) of vacancies for members in each category to be admitted to membership of the Club in any particular year shall be determined by the Management Committee;
- (b) (i) Each application for membership (including an application by a member who shall seek to change from one category of membership to another) shall be made in writing on a form prescribed by the Management Committee and, save in the cases of applicants as Juvenile Members and Junior Members, all applicants shall be proposed and seconded by Voting Members each of whom shall have been a Voting Member of not less than 5 years standing;
- (ii) a proposing Voting Member may in any one year:
  - I propose the name of not more than two such applicants for membership of the Club in such year;

- II second the name of not more than 2 such applicants for membership of the Club, who shall not have been an applicant proposed by such Voting Member in such year.
- (c) An application for membership of the Club may be made at any time and:-
- (i) shall be addressed to the Honorary Secretary of the Men's Club and the Honorary Secretary of the Ladies' Club in each case as appropriate; and
  - (ii) be notified to the Voting Members by being posted on the Club notice board not less than fourteen days prior to the meeting of the committee of the Men's Club or the committee of the Ladies' Club as the case may be at which the relevant application shall be considered.
- (d) Where any particular application for membership is rejected the deciding committee shall not be obliged to give any reason for such rejection.
- (e) Any Voting Member who shall have been a member for not less than five years may apply to the Management Committee to convert to Pavilion membership or for temporary leave of absence from membership of the Club provided that any such application for conversion or leave of absence may only be made within a period of not more than thirty days prior to an AGM Date and if permitted by the Management Committee shall be for the period until and not later than the next subsequent AGM Date. On the expiry of such period any application may be renewed on the same terms.
- (f) Election to membership of the Club shall be by vote of a committee of the Men's Club or a committee of the Ladies' Club as the case may be in accordance with their respective Protocols.
- (g) The rights of membership of the Club are personal to each member and shall not be transferable to any third party.

## **7. Entrance Fee, Annual Subscriptions, Levies and Charges**

Subject to the discretionary power of the Management Committee under Article 13(b)(v):-

- (a) all entrance fees (if any,) annual subscriptions, levies and charges as shall have been approved by the Voting Members at a general meeting of the Club shall be paid, in the case of each category of member, not later than the latest date fixed by the Management Committee for payment thereof which shall be for not later than 30 April in each year;
- (b) by not later than 7 May in each year, there shall be posted on the Club notice board a list of the names of all members of the Club who shall have paid such entrance

fees, annual subscriptions, levies and charges as shall be appropriate to the category of members to which they shall respectively belong and any member who shall not then have paid such entrance fees, annual subscriptions, levies and charges will be deemed to have relinquished his or her membership of the Club with effect from sunset on 30 April of the relevant year and shall be no longer permitted to avail of any facilities in the Clubhouse, the Course or which would otherwise have been available to be enjoyed as a member of the Club had such membership not been so relinquished;

- (c) any such entrance fee, annual subscriptions, levy and charge as shall not have been so paid shall render the relevant person ineligible to continue as a member of the Club; and
- (d) notwithstanding the foregoing provisions, no member of the Club shall be eligible for selection to represent the Club in any competition unless and until the full amount of the relevant entrance fee, annual subscription, levy and charge shall have been paid to the Club for the year during which any such competition shall be played or as the case may be such member shall have entered a periodic payment scheme to which the Management Committee shall have agreed.

## **8. Secretary / Manager**

- (a) The Secretary / Manager shall be the person for the time being appointed by the Management Committee to act as secretary / manager of the Club. The appointment shall be that of an employee of the Club under a contract of service between the Club and the Secretary / Manager.
- (b) The Secretary / Manager shall report to and take direction from the Management Committee and on a day to day basis shall do so with the Chairperson or in his or her absence to such Elected Member as the Chairperson shall nominate.
- (c) Without prejudice to the duties to be performed by the Secretary / Manager pursuant to the contract of service between he or she and the Club, the Secretary / Manager shall have the following responsibilities:-
  - (i) implementing the policies, strategies and directives which from time to time are notified by the Management Committee and providing reports to the Management Committee on any matters as required from time to time;
  - (ii) when required, acting in a liaison capacity between the Club, the Men's Club, the Ladies' Club and Club na n-Óg.
- (d) Subject to Article 8(b), the Secretary / Manager shall act on his or her own initiative in matters coming within the scope of his or her duties and responsibilities.

## 9. The Club

### (a) (i) Men's Club

- I The Men's Club shall comprise the gentlemen and male youths who shall belong to any category of members of the Club under this Constitution.
- II There shall be a committee of the Men's Club consisting of not more than 11 Voting Members and who shall be the ex-officio members referred to in Article 9(a)(i) III and 7 Voting Members elected in accordance with Article 4 of the Men's Club Protocol.
- III The ex-officio members shall be the President, the outgoing Captain, the incoming Captain and Vice-Captain.
- IV The Men's Club shall in accordance with the provisions of the Men's Club Protocol elect the Officers of the Men's Club (as defined in the Protocol aforesaid) each of whom shall act in their respective capacities for the Men's Club.

### (ii) Functions, Powers and Obligations of the Committee of the Men's Club

- I Subject to the terms of this Constitution, the Protocol for the Men's Club, the Rules of Golf and the UHS, the Men's Club may adopt such rules as it may decide for the running, operation and control of the Men's Club and all events it shall organise.
- II The Men's Club shall appoint not less than 3 Voting Members, one of whom shall be the handicap secretary, to comprise a handicap committee of the Men's Club, which committee shall be responsible for calculating and maintaining records of handicaps for the members of the Men's Club and Club na n-Óg and shall otherwise implement such responsibilities under the UHS as shall be relevant to the Men's Club.
- III The Men's Club shall:-
  - (1) adopt a Protocol for the Men's Club which shall be in form and substance acceptable to the Management Committee;
  - (2) keep complete and proper records of the affairs of the Men's Club including minutes and records of all its meetings together with books and accounts of its financial affairs;

- (3) submit the minutes, records, books of account and statements of bank accounts of the Men's Club (being those in the name(s) of Voting Members which shall have been opened and operated for the purpose of conducting the business of the Men's Club) to the Management Committee and / or its advisors from time to time and provide answers and / or explanations to any enquiries that may be made or sought by the Management Committee or such advisors in relation thereto from time to time;
- (4) for the purposes of Article 22, when requested by the Chairperson to so do, investigate any complaint made in writing by any person or persons concerning or touching upon the behaviour or misbehaviour of any member of the Men's Club and provide such advice(s) to the Chairperson, or as the case may be, the Management Committee, as may be of assistance towards resolution of any matter grounding or concerning such complaint.

IV The Men's Club may, subject to the prior consent of the Management Committee:-

- (1) open and / or operate such bank account(s) as it shall consider desirable for the purpose of organising the financial affairs of the Men's Club;
- (2) raise funds or donations by way of voluntary contribution or sponsorship for the purpose of any golf competitions or events in which the Men's Club or any member thereof shall participate.

V Except with the prior consent in writing of the Management Committee (over the signatures of the Chairperson and the Finance Manager), the Men's Club shall not borrow or secure the payment of any monies (whether actually or contingently) in the name of the Club or in any name or capacity such as would or might represent to the proposed creditor that the Club was assuming or would assume liability for discharging the relevant borrowing;

VI The Men's Club shall not bind the Club in or to any transaction or otherwise act in any manner which is not authorised by this Constitution or by the Protocol for the Men's Club.

(b) (i) Ladies' Club

I The Ladies' Club shall comprise the ladies and female youths who shall belong to any category of members under this Constitution.



- II There shall be a committee of the Ladies' Club consisting of not more than 11 Voting Members and who shall be the ex-officio members referred to in Article 9(b)(i) III and 7 Voting Members elected in accordance with Article 4 of the Ladies' Club Protocol.
  - III The ex-officio members shall be the President, the outgoing Captain, the incoming Captain and Vice-Captain.
  - IV The Ladies' Club shall in accordance with the provisions of the Ladies' Club Protocol elect the Officers of the Ladies' Club (as defined in the Protocol aforesaid) each of whom shall act in their respective capacities for the Ladies' Club.
- (ii) Functions, Powers and Obligations of the Committee of the Ladies' Club
- I Subject to the terms of this Constitution, the Protocol for the Ladies' Club, the Rules of Golf and the UHS, the Ladies' Club may adopt such rules as it may decide for the running, operation and control of the Ladies' Club and all events it shall organise.
  - II The Ladies' Club shall appoint not less than three Voting Members, one of whom shall be the handicap secretary, to comprise a handicap committee of the Ladies' Club, which committee shall be responsible for calculating and maintaining records of handicaps for the members of the Ladies' Club and of Club na n-Óg and shall otherwise implement such responsibilities under the UHS as shall be relevant to the Ladies' Club.
  - III The Ladies' Club shall:-
    - (1) adopt a Protocol for the Ladies' Club which shall be in form and substance acceptable to the Management Committee;
    - (2) keep complete and proper records of the affairs of the Ladies' Club including minutes and records of all its meetings together with books and accounts of its financial affairs;
    - (3) submit the minutes, records, books of account of the Ladies' Club and statements of bank accounts (being those in the name(s) of Voting Members which shall have been opened and operated for the purpose of conducting the business of the Ladies' Club) to the Management Committee and / or its advisors from time to time and provide answers and / or explanations to any enquiries that may be made or sought by the Management Committee or such advisors in relation thereto from time to time;

- (4) for the purposes of Article 22, when requested by the Chairperson to so do, investigate any complaint made in writing by any person or persons concerning or touching upon the behaviour or misbehaviour of any member of the Ladies' Club and provide such advice(s) to the Chairperson, or as the case may be, the Management Committee, as may be of assistance towards resolution of any matter grounding or concerning such complaint.

IV The Ladies' Club may, subject to the prior consent of the Management Committee:-

- (1) open and / or operate such bank account(s) as it shall consider desirable for the purpose of organising the financial affairs of the Ladies' Club;
- (2) raise funds or donations by way of voluntary contribution or sponsorship for the purpose of any golf competitions or events in which the Ladies' Club or any member thereof shall participate.

V Except with the prior consent in writing of the Management Committee (over the signatures of the Chairperson and the Finance Manager), the Ladies' Club shall not borrow or secure the payment of any monies (whether actually or contingently) in the name of the Club or in any name or capacity such as would or might represent to the proposed creditor that the Club was assuming or would assume liability for discharging the relevant borrowing;

VI The Ladies' Club shall not bind the Club in or to any transaction or otherwise act in any manner which is not authorised by this Constitution or by the Protocol for the Ladies' Club.

(c) Club na n-Óg

The Management Committee shall:-

- (i) appoint one or more Junior Convenors;
- (ii) in consultation with the Junior Convenor(s), the committee of the Men's Club, the committee of the Ladies' Club and with such members or independent advisors as the Management Committee shall consider necessary or desirable, keep under review and / or amend Comhgnás Club na n-Óg so as to ensure that the highest standards are maintained to encourage participation by Juvenile Members and Junior Members in Club activities and in the game of golf.

## **10. Visitors and Guests**

- (a) Visitors and guests may use the Course and Clubhouse on permission being granted by the Secretary / Manager and upon entry of their names in a register maintained in the Clubhouse for that purpose and subject to payment of such fee(s) as shall have been prescribed from time to time by the Management Committee.
- (b) Members of golf societies or groups from other golf clubs may use the Course and Clubhouse by prior arrangement with the Secretary / Manager and subject to payment of such fee(s) as shall have been prescribed from time to time by the Management Committee.
- (c) The Course and Clubhouse may be made available for use by order of the Management Committee subject to and in accordance with Article 13(b)(x).

## **11. Presidents, Captains, Vice-Captains, Chairperson and Finance Manager**

- (a) At the annual general meeting of each of the Men's Club and the Ladies' Club, a President of each such club shall be elected in accordance with the terms of their respective Protocols and shall:
  - (i) be a Voting Member of not less than 5 years standing immediately preceding the date of election;
  - (ii) take office with effect from the next following AGM Date; and
  - (iii) hold office for a period of 1 year and otherwise in accordance with the each such Protocol.
- (b) On each AGM Date:
  - (i) the incoming Captains shall:
    - I in the case of the Men's Club, be the Voting Member elected in accordance with Article 5 of the Men's Club Protocol; and
    - II in the case of the Ladies' Club, be the same persons who, during the twelve month period prior to the relevant AGM Date, shall have been the Vice-Captain;
  - (ii) the Vice-Captains shall take office on the AGM Date and their appointments shall be made in the manner provided, respectively, in each of the Protocols for the Men's Club and the Ladies' Club.

- (c) The Chairperson shall be an Elected Member (other than a Captain or Vice-Captain) appointed by the Management Committee and such appointment shall be made at the first meeting of the Management Committee following each AGM Date.
- (d) The Finance Manager shall be an Elected Member (other than a Captain or Vice-Captain) appointed by the Management Committee and such appointment shall be made at the first meeting of the Management Committee following each AGM Date.
- (e)
  - (i) Each Captain and Vice-Captain and, subject to Article 11(g), the Chairperson and the Finance Manager shall respectively hold office for a period of one year commencing on the AGM Date upon which they shall have taken office and on the next following AGM Date shall step down;
  - (ii) The Chairperson and the Finance Manager shall, subject to Article 11(g) each be eligible for re-appointment to their respective roles on not more than two consecutive occasions following their first appointment and thereafter until the expiry of at least one Rotation Period shall not be eligible for re-appointment to such role PROVIDED THAT for the avoidance of doubt and subject to Article 12(a)(ii) or Article 12(b)(ii) as the case may be, nothing in this Article shall render either a Chairperson or Finance Manager ineligible for appointment to either such role where they shall not previously have served.
- (f) The Officers of the Club shall each be ex-officio members of the Management Committee.
- (g) The Chairperson and the Finance Manager shall each hold office at the pleasure of the Management Committee and either may be removed from and replaced in office on the Management Committee by vote of a simple majority of the Elected Members and Club Officers. The relevant appointee shall hold office until the next following AGM Date.

## **12. Elections to the Management Committee**

- (a) The Management Committee shall consist of 5 Elected Members [of whom 2 shall be elected in accordance with Article 12(b)(i)] and 4 Voting Members who shall be the current Officers of the Club and the following principles shall apply to the eligibility of Voting Members to offer themselves as candidates for election to the Management Committee on the Effective Date, on each subsequent AGM Date and to the co-option of Voting Members on to the Management Committee under Article 21:-

- (i) such candidate shall have been a Voting Member of the Club for a period of not less than 3 consecutive years immediately before the Effective Date or an AGM Date, as the case may be;
- (ii) a Voting Member may serve as an Elected Member for not more than two consecutive Rotation Periods at the end of which he or she shall become and remain ineligible to offer themselves as a candidate for election until the expiry of at least one Rotation Period commencing on the expiry of the second Rotation Period aforesaid;
- (iii) a Voting Member may not serve as an Elected Member for more than six years in aggregate during any three consecutive Rotation Periods; and
- (iv) except in the case of ex-officio members of the committees of the Men's Club and / or the Ladies' Club as the case may be, a Voting Member shall not simultaneously serve as an Elected Member and as a Committee Member (as defined in their respective Protocols)

PROVIDED THAT, in the case of an Officer of the Club the periods during which they or any of them shall serve as such Officer of the Club shall be excluded from the application of the aforesaid principles.

- (b) Prior to the general meeting of the Club held on each AGM Date:-
  - (i) in accordance with their respective Protocols, an election shall have previously been held among the Voting Members attending, respectively, the annual general meeting of the Men's Club and the Ladies' Club for the purpose of electing one Voting Member as an Elected Member from each such club to serve as an Elected Member on the Management Committee for one Rotation Period commencing on such AGM Date; and
  - (ii) each such Elected Member may, subject to Article 12(a), offer himself or herself as a candidate for re-election for a subsequent Rotation Period.
- (c) At the general meeting of the Club held on each AGM Date:-
  - (i) an election shall be held, subject to Article 12(a), for the appointment of not more than three Elected Members to serve on the Management Committee for one Rotation Period commencing on such AGM Date;
  - (ii) each such Elected Member may, subject to Article 12(a), offer himself or herself as candidate for re-election for a subsequent Rotation Period.
- (d) (i) The names of the Voting Members intending to offer themselves as candidates for election as Elected Members shall be proposed and seconded by, respectively, 2 Voting Members and their nomination shall be submitted

by notice in writing to the Secretary / Manager by not later than twenty eight days prior to the annual general meeting to be held on the AGM Date at which the relevant election is to be held;

- (ii) each such candidate together with their respective proposer and seconder shall set their respective signatures to such notice;
  - (iii) the Secretary / Manager shall, in addition to the e-mail notification required under Article 20(c) and by not later than 21 days prior to the relevant AGM Date, post a copy of the list of names of candidates intending to offer themselves for election as Elected Members on the Club notice board.
- (e) Voting for candidates for election to the Management Committee at each annual general meeting shall be by secret ballot on paper bearing the names of the relevant candidates listed in alphabetical order.
  - (f) In the event that in any such election there shall be a tie between two or more candidates there shall be one or more run-off ballots until the desired number of successful candidates for election shall emerge from the election process.
  - (g) In the event that there shall be an equal number of candidates offering themselves for election as Elected Members as there shall be vacancies for the purpose of such election, the Chairperson may declare that all such candidates to be duly elected and they and each of them shall accordingly be deemed elected.
  - (h) Co-option of Elected Members to the Management Committee shall be in accordance with Article 21 and shall be subject to Article 12(a).

### **13. Club Management and Administration**

- (a) The Management Committee shall:-
  - (i) on behalf of the members be stewards of and shall have control over the management of the Club including of its assets, resources and liabilities and shall oversee the management of the finances of the Club as well as contracts engaged upon by the Club (including by the Trustees on behalf of the Club) and, in accordance with this Constitution and Bye-Laws made hereunder, shall discharge its rights and duties in the best interests of the Club and all of its members;
  - (ii) formulate, implement and supervise a clear structure of authority and reporting lines within the management and organisational structure of the Club so as to ensure that the Management Committee and each Officer of the Club and Elected Member is at all time kept abreast of matters affecting the running of the Club and thereby to ensure the proper exercise of authority by those entrusted with supervision and control of such

matters as shall affect the functioning of the Club and its efficient management and governance;

(iii) appoint:-

I the Chairperson in accordance with Article 11;

II the Finance Manager in accordance with Article 11;

III one or more Junior Convenors in accordance with Article 9; and

IV a Communications Officer in accordance with Article 17;

(iv) formulate and keep under review an ongoing five year (or other periodic medium to long term) strategic development plan for the Club which shall be in place and have been approved by the Voting Members from time to time in general meeting and shall implement such short term measures as shall be consistent with the achievement of such strategic development plan and accordingly for such purposes:

I not later than 3 months following each AGM Date, prepare and publish (through circulation by e-mail to the Voting Members) a statement of its short, medium and long term objectives to implement such ongoing five year development plan; and

II consult with the Voting Members prior to implementing any material revision thereto;

(v) liaise with and, from time to time when required by the Management Committee, receive reports from the Secretary / Manager, the Head Greenkeeper and / or staff employed by the Club on matters affecting the operation, functioning and management of the Club;

(vi) meet regularly and in any event on not less than once in every month when it shall discuss, regulate, monitor, control and dispatch those aspects of the business and affairs of the Club which are entrusted to it by this Constitution;

(vii) communicate regularly with members and:-

I within twenty one days of the end of each quarterly period ending on the last day of March, June, September and December provide by e-mail to each Voting Member for whom it shall have an e-mail address a report over the name of the Chairperson providing brief and informative details of decisions taken by the Management

Committee during the quarterly period last preceding the date of such report; and

- II within thirty days of the end of each financial half year of the Club provide by e-mail to each Voting Member for whom it shall have an e-mail address a report over the names of the Chairperson and Finance Manager a copy of the half yearly management accounts to be produced by the Finance Manager in accordance with Article 16(d);
- (viii) from time to time make, amend or repeal such Bye-Laws and / or Local Rules as it shall deem necessary or convenient for the proper management of the Course and Clubhouse PROVIDED THAT the Management Committee shall not make or adopt any Bye-Law which shall amend this Constitution or contravene the Rules of Golf;
- (ix) by such means as it considers appropriate, bring to the attention of members all such Bye-Laws and Local Rules as shall be applicable from time to time, including any amendment thereto or repeal thereof;
- (x) ensure that proper records and books of account are kept and maintained by the Club (and, for the avoidance of doubt, by the Men's Club and the Ladies' Club) and that an annual audit is conducted and that a duly consolidated audited set of accounts including a balance sheet and profit and loss account (extending to include the records and books of account as aforesaid) are presented to every annual general meeting of the Club;
- (xi) agree and fix the Club's auditors' fees;
- (xii) open and operate such bank accounts as it shall agree with the bank or banks with which the Club shall maintain account(s) from time to time and furthermore enter into such lease, hire-purchase or rental agreements for plant and machinery as shall be required for the maintenance of the Course or the Clubhouse;
- (xiii) determine from time to time the number of vacancies (if any) as may exist in the Men's Club, the Ladies' Club and in each category of member;
- (xiv) propose any motion (which shall require to be seconded from the floor of the general meeting by a Voting Member) for vote by the Voting Members in general meeting as shall be considered necessary or appropriate;
- (xv) apply for, obtain and keep such licenses, consents, authorisations and registrations as may be necessary and appropriate for the operation of the Club and its facilities, rights and privileges including all necessary intoxicating liquor licenses, planning consents, effluent or environmental



licenses or any other licences that may be required by any licensing authority having power in that behalf from time to time and to give all such undertakings and do all such acts as may be required to obtain and maintain the same;

- (xvi) ensure that the terms of all licenses, consents, authorisations and registrations vesting in the Club or any nominee of the Club are at all times observed and not put at risk or otherwise prejudiced or threatened with revocation or suspension;
- (xvii) provide appropriate facilities for members of the Club and maintain, protect and where possible improve the Club's buildings, Course and such facilities;
- (xviii) prepare for submission to the Voting Members at each annual general meeting the level of annual subscription, levies and / or charges to be proposed as payable by each category of member of the Club;
- (xix) in so far as is practicable, implement decisions made by the Voting Members in general meetings;
- (xx) subject to having taken appropriate advice in that regard, institute, defend, abandon, compromise or otherwise deal with legal, arbitration or administrative proceedings involving the business or affairs of the Club;
- (xxi) insure with one or more insurance office(s) of repute the property and assets of the Club for their full insurable value;
- (xxii) I allocate funds from the Club's resources to and receive funds from the resources of the Men's Club and the Ladies' Club;  
  
II from time to time agree and / or fix and disburse reasonable expenses of the Presidents and the Officers of the Club;  
  
III in the interest of all the members of the Club, support the committee of the Men's Club and of the Ladies' Club and, where necessary, by finding common ground assist each in the pursuit and discharge of their respective functions and responsibilities under the Constitution and under their respective Protocols;
- (xxiii) ensure insofar as is possible that the affairs of the Club are run smoothly and properly and, promptly and effectively, take such steps to bring to complete resolution any dispute that may arise affecting the Club, its members, the Men's Club, the Ladies' Club and / or Club na n-Óg;

- (xxiv) ensure that, in its deliberations, as well as in those of any sub-committee or, as the case may be by any person appointed under Article 9(c) and / or Article 23, the right to privacy of individual members shall be respected;
- (xxv) for the purposes of Article 18, form and / or disband sub-committees of Voting Members and / or Non-Voting Members to manage any matters relevant to or for the benefit of the Club, including without prejudice to the generality of the foregoing improving the level(s) of participation in playing of golf, the management of the Clubhouse or Course, the negotiation of contracts whether of supply or employment contracts and for such purpose to make recommendations to the Management Committee and otherwise to enquire into and report to the Management Committee on any matters relating to the management of the Club or affecting its wellbeing or that of its members;
- (xxvi) place at appropriate places on the Course and Clubhouse premises suitable forms of notice as warning notice and / or notices to exclude liability of the Club, the Trustees and members of the Club from loss due to personal injury and / or any other loss or damage howsoever caused or suffered;
- (xxvii) endeavour to ensure that the Club shall continue to pursue a policy of promoting of use of the Irish language and culture agus mar sin:-
  - I beidh gach comhrá agus gnó béil, pé acu sa chlubtheach nó ar an gcúrsa trí Ghaelainn chomh fada agus is féidir sin a dhéanamh, agus go hairithe ar an nduine go bhfuil sé ar a chumas sin a dhéanamh; agus
  - II beidh gach cruinniú agus bailiú daoine, chun gnó an Chlub a dhéanamh, is cuma cá mbíonn sé, a bheith á stiúiriú trí Ghaelainn, chomh fada agus is féidir sin a dhéanamh;
- (xxviii) I consider any proposal made under Article 15 of, respectively, the Protocol for the Men's Club or the Protocol for the Ladies' Club and, having invited and received answers to any questions arising from such proposal, give its reply as to acceptance or rejection of the relevant proposal;
- II give reasons for its decision as to acceptance or rejection aforesaid and where a proposal shall have been rejected by the Management Committee, the same or a substantially similar proposal shall not be made by the Men's Club or the Ladies' Club, as the case may be, for a period of 2 years following the date of rejection by the Management Committee as aforesaid;

- (xxix) enter or make such arrangements so as to ensure that the Club may join or become affiliated to any union under Article 23(a);
- (xxx) be vested with such powers as shall be required to manage any emergency that may occur from time to time subject however to a general meeting of the Voting Members being convened as soon as reasonably practicable and shall advise such members as to such occurrence and the exercise of such powers PROVIDED THAT any such exercise shall not be retrospectively invalidated by such general meeting or by vote of the Voting Members;
- (xxxii) ensure that the integrity, reputation and independence of the Club shall at all times be respected by the members and maintained at standards which represent the best traditions of golf and sportsmanship; and
- (xxxiii) do all such other things as the Management Committee shall consider to be incidental or conducive to the highest standards and conduct of the business and affairs of the Club or as are usually done in connection with the proper and efficient running, control and management of golf clubs.

(b) The Management Committee may:

- (i) invest and otherwise deal with the monies of the Club not immediately required by the Club in such guaranteed or secure investments as it may be advised by the Club's bankers or professional advisors;
- (ii) by resolution passed at its first meeting following the coming into force of this Constitution or such later meeting(s) as it shall determine, adopt or amend any Bye-Laws or Local Rules previously in effect for the purpose of giving continuing effect to such Bye-Laws or Local Rules (whether in adopted or amended form) following such coming into force;
- (iii) in the case of recommendation(s) of the name(s) of person(s) for election to honorary membership, subject to being satisfied that such person(s) shall have qualified under any or more of the following criteria:
  - I distinguished service to the Club;
  - II distinguished service to advancement of the game of golf;
  - III distinguished service to Corca Dhuibhne or its community; or
  - IV distinguished service to the Irish nation

propose (such proposal to be seconded by any Voting Member) the name of such person(s) for election by the Voting Members at an annual general

meeting of the Club as honorary member of the Club and such person(s) or, as the case may be, any person whose election shall be renewed on any succeeding AGM Date, shall be exempt from payment of the amount of the annual subscription fixed by Voting Members on the relevant AGM Date for payment pursuant to Article 20(d)(xi);

- (iv) establish such benevolent fund(s) out of the resources of the Club for the benefit of Voting Members as shall be considered appropriate from time to time and for such purpose appoint such Voting Members to be trustees of such funds subject to each such trustee completing a declaration of trust in form and substance acceptable to the Management Committee;
- (v) grant such concessions in the payment of annual subscription, levies, charges to members as shall in cases of hardship be deemed appropriate by the Management Committee and where any such concession shall have been approved by the Management Committee the relevant Voting Member or Non-Voting Member as the case may be shall be entitled to exercise all rights that are otherwise respectively exercisable as though no such concession had been made;
- (vi) take such steps as it considers appropriate and necessary to protect the Club's name, the Crest and any other names or designs which may be subject to rights in the nature of intellectual property rights which may from time to time be vested in the Club;
- (vii) without prejudice to Article 22 take such steps, impose such restrictions and penalties or demand such apologies and take such disciplinary measures (including but not limited to suspension or expulsion from membership of the Club) as it deems appropriate in the case of any person in respect of whom a complaint shall have been made pursuant to Article 22;
- (viii) on production of appropriate medical certification, grant leave of absence to any member of the Club for such period as it shall consider necessary;
- (ix) arrange for the Club to invest in and hold shares in any limited liability company which shall have been established with an objects clause which shall be intended for purposes relating to the purchase or taking on lease of any real or personal property used by the Club in connection with its primary object and sole purpose;
- (x) in consultation with the committees of the Men's Club and the Ladies' Club enter or make such arrangements as it shall consider appropriate for making the Course and the Clubhouse available for use in events organised by or when otherwise requested by the GUI (including Munster Golf), the ILGU and / or any Union when requested to so do by any organising body aforesaid;

- (xi) from time to time enter reciprocity arrangements or agreements with other golf clubs either in Ireland or abroad whereby, inter alia, members of the Club and of such other golf clubs shall be permitted to play golf on the each others courses on such terms as the Management Committee and the relevant management committee(s), board(s) or other governing bodies of such golf clubs shall from time to time agree and for such purpose may display the name(s) of such reciprocal clubs in the Clubhouse.
- (c) Subject to the terms of this Constitution, the Management Committee shall not without the prior approval by resolution of the Voting Members in general meeting:
- (i) borrow or approve, authorise or direct the borrowing by the Trustees (or any other persons on behalf of the Club) of any monies in excess of the following:-
    - I €300,000 (three hundred thousand euro) in the case of borrowing from Údarás na Gaeltachta PROVIDED THAT in the event that there shall be a reduction by any means whatsoever in the amount outstanding in such borrowing, such reduction shall be permanent and the amount (if any) outstanding following such reduction may not be increased or re-borrowed except with the consent of the members in general meeting; and
    - II €20,000 (twenty thousand euro) in the case of any other borrowings;
  - (ii) give direction to the Trustees to dispose of any part of any lands held by the Trustees for the benefit of the Voting Members;
  - (iii) involve the Club in any single item of expenditure of a non-recurring nature in excess of a limit of €50,000 PROVIDED THAT:-
    - I such limit shall apply to expenditure on two or more items where they shall be purchased during any period of nine months and their aggregate cost shall exceed such limit; and
    - II for the avoidance of doubt such expenditure shall not include the repayment of any borrowing or indebtedness incurred or outstanding and which the Club shall be liable to repay;
  - (iv) impose any levy on the Members or vary the annual subscription;
  - (v) be involved in the day to day running of golf competitions or form any sub-committee for that purpose;
  - (vi) alter significantly the structural design of any hole or holes on the Course; or

- (vii) make or alter any Bye-Laws which shall contravene any part of this Constitution.
- (d) Each member of the Management Committee shall uphold the letter and the spirit of this Constitution and be bound by its provisions.
- (e) The members for the time being of the Management Committee shall be indemnified in the same manner and to the same extent as the Trustees pursuant to Article 25(1) and the provisions of Article 25(1) shall apply to such members of the Management Committee mutatis mutandis.

#### **14. Meetings of the Management Committee**

- (a) (i) Meetings of the Management Committee shall be convened by the Chairperson by such means as he or she shall consider appropriate or convenient and by giving not less than seven days prior notice thereof to all the members of the Management Committee;
- (ii) Such meetings shall take place on a regular basis and in any event not less frequently than once per month.
- (b) The Chairperson or in his or her absence any other member of the Management Committee duly elected at the commencement of the meeting shall act as chairperson of the Management Committee meeting.
- (c) Subject to the proviso below, members of the Management Committee shall not be required to attend a meeting in person and participation may be by electronic means through the use of conference telephone, video-conferencing or of other telecommunications equipment designed to allow all persons participating to hear each other speak. Any member participating by such electronic means shall have his or her attendance recorded as part of the quorum for the meeting in the same equal measure as those in the physical presence of one another and the collective votes cast by all participants shall be counted for the purpose of making decisions or passing resolutions PROVIDED THAT each member shall be required to attend in person at not less than 6 meetings of the Management Committee between each 2 consecutive AGM Dates.
- (d) (i) The quorum for the holding of a meeting of the Management Committee shall be at least two thirds of the members of the Management Committee and the names of those participating shall be recorded in the minutes of each meeting;
- (ii) Decisions of the Management Committee shall be evidenced by a show of hands and, subject to Article 15(c), arrived at by simple majority vote.

- (e) The Management Committee shall regulate, monitor, control and dispatch those aspects of the business and affairs of the Club which are entrusted to it by this Constitution.
- (f) Minutes shall be recorded and kept in appropriate minute books of the Club of all proceedings, decisions and resolutions at meetings of the Management Committee and furthermore such minutes shall when recorded and in any event not later than 14 days following the date of each meeting of the Management Committee be delivered by e-mail to each Elected Member.
- (g) Any elected Member or Officer of the Club who shall have been recorded as having been absent for 4 consecutive meetings of the Management Committee shall, in the absence of good reason, be deemed to have resigned from the Management Committee and in the case of an Officer of the Club from the relevant office.

## **15. Chairperson of the Management Committee**

The Chairperson shall:-

- (a) provide leadership to the Management Committee so as to ensure good governance of the Club, including but without prejudice to the generality of the foregoing ensure that fair procedures shall be applied to all decisions of the Management Committee and that all persons affected by such decisions are given reasonable opportunity to be heard;
- (b) ensure that proper minutes are made and retained of meetings of the Management Committee;
- (c) have a casting vote in the event of a deadlock of votes at any meeting of the Management Committee;
- (d) have a general power to regulate and control proceedings at all meetings of the Management Committee and shall act in an impartial manner towards the members of the Management Committee;
- (e) ensure that the Management Committee shall have available to it advice which it shall consider appropriate to the circumstances so as to achieve realisation of the objectives of the Club and the implementation of the objectives and policies of the Management Committee;
- (f) liaise with the Secretary / Manager in the management of the affairs of employees of the Club, their recruitment, retention, salaries and performance;
- (g) serve as spokesperson for the Club when the Communications Officer shall not be available or when otherwise required;

- (h) act as a co-signatory for the Club in all legal and financial documents and matters;
- (i) be responsible for convening monthly or other meetings of the Management Committee as well as preparing, in consultation with other members of the Management Committee, the agenda for each such meeting and giving each such member timely advance notice of the contents thereof;
- (j) ensure that quarterly reports required by Article 13(a)(vii) are sent by e-mail to Voting Members;
- (k) provide a detailed and informative briefing to newly elected or appointed Officers of the Club and to newly elected or appointed members of the Management Committee on all matters concerning the management and governance of the Club.

## **16. Finance Manager**

The Finance Manager shall:

- (a) subject to the proviso below, have overall responsibility for the management and control of the finances of the Club and the maintenance of proper books of account and shall report to the Management Committee PROVIDED THAT:-
  - (i) the Finance Manager shall on a monthly basis provide the Management Committee with a written report detailing all income received and expenditure discharged during the preceding month together with a forecast of all expenditure referred to in Article 16(a)(ii) and proposed to be undertaken during the month next following;
  - (ii) the forecast aforesaid to be provided by the Finance Manager shall be only that of expenditure proposed to be discharged in respect of expenses other than those associated with day-to-day running of the Club and, subject to Article 13(c)(iii), such proposed expenditure may only be undertaken with the prior approval of the Management Committee at the relevant meeting;
- (b) provide the auditors of the Club with all necessary information concerning the affairs of the Club as shall be required to prepare and complete the annual audit of the books of the Club;
- (c) provide the Revenue Commissioners with annual accounts or other information concerning the affairs of the Club when requested;
- (d) be a co-signatory authorised by the Club to operate such bank accounts as the Club shall operate from time to time; and
- (e) produce half-yearly management accounts (including profit and loss accounts and balance sheet) for the Club (which for this purpose shall include details of all



borrowings (if any) by the Men's Club and the Ladies' Club) by not later than fourteen days following each half-year period ending on 31 March or such other half-year end as shall follow six months after the audit date of the Club's books of account.

## **17. Communications Officer**

- (a) The Management Committee shall from time to time appoint a member of the Management Committee as Communications Officer who, subject to Article 15(g), shall be the only person through whom communications shall be channelled from the Club to the members.
- (b) The Communications Officer shall:-
  - (i) formulate and keep under review policies and procedures for all means of communications employed from time to time by the Club and ensure effective communications between the Club and the Members;
  - (ii) communicate any reports which the Management Committee or Officers of the Club require to be communicated to the members or shall be required by the Constitution;
  - (iii) provide the members with reports concerning the affairs of the Club, including club and inter-club competitions or other matters affecting golf or of interest to Members;
  - (iv) be responsible for managing the Club website as well as publicising events hosted or organised by the Club or in which the Club shall participate;
- (c) The Communications Officer shall furthermore:-
  - (i) ensure that communications from the Club are such as will ensure that its integrity and independence are protected and preserved;
  - (ii) where appropriate, communicate and engage with the local community in such manner as will advance the playing of the game of golf among the people of Corca Dhuibhne in particular among young people;
  - (iii) liaise with Bórd Fáilte or other tourist body or organisation (whether statutory or otherwise) so as to advance the interests of the Club and tourism in Corca Dhuibhne;
  - (iv) ensure that communications emanating from the Club engender a strong sense of belonging to and pride in the Club as well as developing and maintaining camaraderie within and loyalty to the Club among the members and visitors;

- (v) develop a culture within the Club that is representative of the unique cultural and historical traditions of Corca Dhuibhne as well as embracing the traditions of people and places elsewhere both inside and outside Ireland;
- (d) The Communications Officer may be assisted from time to time whether periodically or on an on-going basis by a sub-committee appointed by the Management Committee under Article 13(a)(xxv).

## **18. Sub-Committees**

- (a) Any sub-committee formed by the Management Committee pursuant to Article 13(a)(xxv) shall:-
  - (i) consist of at least three members one of whom shall be a member of the Management Committee who, subject to Article 18(c), shall be chair of such sub-committee and shall notify members of the sub-committee of all meetings by notice to be given by such means as he or she shall consider appropriate or convenient;
  - (ii) carry out its tasks or functions in a timely manner and shall at all times act in a manner which shall be consistent with the letter and spirit of this Constitution;
  - (iii) not be invested with authority or powers which are otherwise vested only in the Management Committee;
  - (iv) cause minutes to be recorded and kept in appropriate minute books of the Club of all proceedings, decisions and resolutions occurring, made or passed at meetings of the sub-committee;
  - (v) provide reports to the Management Committee on any matter(s) which it shall have been directed to address or on any matter for which it shall have been given terms of reference.
- (b) Members of a sub-committee shall not be required to attend a meeting in person and participation may be by electronic means through the use of conference telephone, video-conferencing or of other telecommunications equipment designed to allow all persons participating to hear each other speak. Any member participating by such electronic means shall have his or her attendance recorded as part of the quorum for the meeting in the same equal measure as those in the physical presence of one another and the collective votes cast by all participants shall be counted for the purpose of making decisions or passing resolutions.
- (c) Where deliberations of a sub-committee shall continue over an AGM Date and the chair of such sub-committee was, prior to such AGM Date, an Elected Member but

shall not have been re-elected to the Management Committee, such person may, notwithstanding such non-re-election and subject to the proviso below, continue as chair or otherwise a member of such sub-committee PROVIDED THAT:-

- (i) immediately following such AGM Date the Management Committee may appoint an Elected Member who shall then be a member of the Management Committee to chair or otherwise join and become a member of such sub-committee; or
- (ii) in the case of a member of the sub-committee who shall not have been re-elected as aforesaid but shall nevertheless continue as chair thereof, such continuance shall terminate the date of provision of the report referred to in Article 18(a)(v) and the date falling thirty days [or such greater (but not exceeding sixty) or lesser number of days as shall be prescribed by the Management Committee] following the AGM Date, whichever is the sooner.

## **19. Conflicts of Interest**

Each member of the Management Committee or of any sub-committee shall declare at a meeting of the Management Committee or sub-committee as the case may be that he or she has a conflict of interest whereby, by participating in deliberations of the Management Committee or sub-committee on any matter in which he or she has a personal interest, such personal interest may be in conflict with the interest(s) of the Club and upon such declaration such member shall forthwith cease to have any further involvement or participation in such deliberations whether at such meeting or at any later or adjourned meeting while such conflict shall continue.

## **20. Meetings of the Club**

### **(a) General Meetings**

#### **(i) Subject to the provisions of this Constitution:-**

- I An extraordinary general meeting of the Club may be convened from time to time by the Management Committee or by requisition in writing addressed to the Chairperson and signed by not less than twenty five Voting Members and notified (in the case of the Management Committee) and delivered (in the case of requisition) to the Secretary / Manager by not later than 11.00 hours on any day other than Saturday, Sunday or bank holiday or otherwise on a day when the office of the Secretary / Manager shall be closed;
- II The quorums required for an extraordinary general meeting to proceed shall be:-
  - (1) not less than twenty five Voting Members; and

(2) not less than one-third of the Elected Members

and no business shall proceed at a meeting called as an extraordinary general meeting of the Club in the absence of such quorums.

(ii) The Secretary / Manager shall, by not later than 17.00 hours on the business day next following the date, as the case may be, of receipt by or delivery to him or her under Article 20(a)(i)I, by notice in writing or by electronic mail (or by both such or any other convenient means), give not less than fourteen days prior notice (exclusive of the day on which the relevant notice is served) to the Voting Members of the convening of an extraordinary general meeting;

(iii) Such notice shall-

I state the date, place and time at which the relevant meeting is to convene; and

II explain the purpose(s) for which the meeting is convened and provide a copy of the relevant agenda (including the form of text of any motion to be proposed) as well as the names of the requisitioning Voting Members;

PROVIDED THAT:-

(1) in any case where the Management Committee or, as the case may be such requisitioning Voting Members, consider that the matter(s) to be considered at the extraordinary general meeting are of urgent importance and that shorter notice should be served, then not less than seven days' notice of convening the general meeting given as aforesaid may be served on the Voting Members;

(2) where short notice is served, the extraordinary general meeting shall only proceed following the taking of a vote in which a majority of the Voting Members present shall vote in favour of the meeting so proceeding notwithstanding the service of short notice; and

(3) in the event that either quorum aforesaid shall not be present or the vote of the Voting Members shall oppose the meeting proceeding then a later general meeting to consider the relevant matter(s) of urgent importance shall only be convened on the giving of notice in accordance with Article 20(a)(ii).

- III An extraordinary general meeting of the Club properly convened hereunder shall proceed in the same manner as though it were an annual general meeting of the Club except that no business other than that notified to the Voting Members under Article 20(a)(iii) shall be conducted as such extraordinary general meeting.
- IV Any matter included in the agenda for an extraordinary general meeting shall not be included in an agenda for a general meeting of the Club until the elapse of a period of six months after the AGM Date next following the date on which the relevant extraordinary meeting shall have taken place.

(b) Annual General Meetings

- (i) Each annual general meeting of the Club shall be held on an AGM Date.
- (ii) The Management Committee shall fix the AGM Date in each year and such date shall be a date between 1 October and 31 December in such year and shall announce the relevant date to the Voting Members by e-mail or in writing or such other means as may be convenient not later than ninety days prior to the relevant date.
- (iii) Notice by e-mail or in writing or such other means as may be convenient of the convening of the annual general meeting shall be circulated to the Voting Members by the Secretary / Manager by order of the Management Committee by not later than twenty one days prior to the relevant AGM Date.
- (iv) The Chairperson shall be chairperson of the annual general meeting or in the event that the Chairperson shall not be present or indisposed another Elected Member appointed by the Management Committee in consultation with the committees of the Men's Club and the Ladies' Club and the person so appointed shall be Chairperson for the purpose of the general meeting.
- (v) The accidental omission to give a Voting Member notice of a meeting referred to in Article 20(a)(ii) or 20(b)(iii) or, as the case may be, the non-receipt by a Voting Member of either such notice shall not invalidate the proceedings of the relevant meeting.

(c) Motions and Candidates for the Annual General Meeting

- (i) Motions concerning the business affairs and the running of the Club may be submitted for consideration at the annual general meeting;
- (ii) Each such motion shall be in writing and shall be signed by the proposing Voting Member and countersigned by the seconding Voting Member;

- (iii) No motion may be laid before the annual general meeting unless it shall have been received by the Secretary / Manager not later than twenty eight days prior to the relevant AGM Date.
- (iv) Following receipt by the Secretary / Manager of any motion to be proposed on an AGM Date pursuant to Article 20(c)(iii), the Secretary / Manager shall include in the notice to be circulated to the Voting Members in accordance with Article 20(b)(iii):-
  - I the agenda for the annual general meeting;
  - II the text of any motion referred to in Article 20(c)(iii); and
  - III the names of candidates (together with those of the relevant proposing and seconding Voting Members) offering themselves for election as Elected Members [in accordance with Article 12(d)(i)] and / or Trustees [in accordance with Article 25(b)(ii)] on the relevant AGM Date.

(d) Annual General Meeting Business

The following business (to be taken in such order as the Management Committee shall determine) shall be transacted at each annual general meeting:-

- (i) the minutes of the immediately preceding annual general meeting and any intervening general meeting(s) for which the minutes shall not have been previously read shall be read by the Secretary / Manager or, unless there be objection, may be taken as read and when read or so taken as read shall be signed by the Chairperson. In the event that there be objection any alteration shall be decided on by majority vote of those attending and such decision shall be final and binding;
- (ii) in the presence of a representative of the Club's auditors who shall be in attendance at the annual general meeting, the audited accounts of the Club (including the balance sheet and profit and loss accounts together with the relevant notes thereto) for the immediately preceding financial year shall be presented by the Finance Manager for review and, if approved by majority vote of those attending, shall be adopted as the annual audited accounts of the Club for that year;
- (iii) the appointment, or as the case may be continuance in the appointment, of the Club's auditor shall be duly proposed and seconded and when approved shall have been confirmed;
- (iv) receiving and approving annual year-end reports on the affairs of the Club from the Chairperson or Secretary;

- (v) the election of Elected Members which shall be by secret ballot and each Voting Member may vote for not more than such number of candidates for election as shall equal the number of vacancies as Elected Members at the relevant annual general meeting of the Club. Any ballot paper on which the number of votes cast shall exceed the number of such vacancies shall be invalid and shall not be counted in determining the outcome of the election;
  - (vi) the announcement of the name of the incoming Presidents;
  - (vii) Voting Members attending annual general meetings shall, prior to so attending, be required to enter their names or have their names entered in a register especially provided for the purpose of recording such attendance. Upon the relevant entry being made in the register, the member shall be handed one and only one ballot paper with the names of candidates for election as Elected Members entered thereon;
  - (viii) electing honorary members of the Club;
  - (ix) the Chairperson shall nominate three Voting Members to act as scrutineers and to count the votes cast at any such election. Any candidate for election may himself or herself or in either case their respective nominee (who shall be a Voting Member) may oversee the counting of votes PROVIDED THAT such candidate or nominee shall not act as scrutineer;
  - (x) motions which shall have been notified to the Secretary / Manager in accordance with this Constitution shall be duly considered by those attending and, provided not withdrawn, shall be put to vote by a show of hands;
  - (xi) the fixing of the amount of entrance fees, annual subscription, levies or charges as shall apply to members of the Club for the year next following; and
  - (xii) any other business which the members may wish to place before the meeting.
- (e) Voting at General Meetings
- (i) Motions Requiring Special Majority
    - Any motion to:-
      - I amend this Constitution or otherwise authorising the Club or the Management Committee or any sub-committee of the Club to act in a manner not permitted by this Constitution;
      - II impose a levy on the members (including any particular class or classes of members);

III purchase or take on lease any lands or dispose of any lands or any interest in lands owned or leased by the Club;

IV wind up the affairs of the Club

shall require a vote in favour of the relevant motion by not less than two-thirds of the Voting Members present at the general meeting at which such motion shall have been tabled and, notwithstanding Article 20(e)(iii) III, any Voting Member attending may call for a poll in any such vote.

(ii) Other Motions

Any motion other than a motion referred to in Article 20(e)(i) may be passed by a simple majority of votes cast by the members present at the relevant general meeting.

(iii) Voting by Show of Hands, Secret Ballot, Polls and Proxies

I Voting on motion(s) shall be by:-

(1) a show of hands which shall be counted by the Chairperson or by scrutineers appointed by the Chairperson and a declaration by the Chairperson of the result of such count shall be final and conclusive and a record thereof shall be accordingly made in the minutes of the relevant general meeting; or

(2) secret ballot if a simple majority of Voting Members present and voting shall vote in favour of such form of ballot. A demand for a vote by secret ballot may be withdrawn at any time prior to a motion for such ballot being passed;

II Voting in elections for Elected Members shall be by written secret ballot;

III Except in the case of a motion under Article 20(e)(i), unless there shall be not less than 50 Voting Members present at a general meeting a poll shall not be called in any matter to be determined by the relevant general meeting. The entries in the register of members recording their presence shall be conclusive evidence of the numbers of Voting Members present. Any call for a poll, where made in accordance with this Article, shall require at least 10% of the Voting Members present to join in the call for the poll;

IV Each Voting Member may cast one and only one vote on any matter upon which a vote shall be taken at a general meeting;



V A Voting Member shall not appoint, authorise or instruct a proxy to cast his or her vote on any matter and any such vote so cast shall be invalid and not be counted in the reckoning by the Chairperson or by any scrutineer appointed as aforesaid.

(iv) Ties or Equality of Votes Cast

Other than in the case of a vote by secret ballot, in the event of a tie or equality in votes cast at a general meeting, the Chairperson shall exercise a casting vote.

(f) Conduct of Meetings

Meetings of the members of the Club shall be under the control of the Chairperson and for such purpose he or she shall:

- (i) ensure that the relevant meeting is properly convened and that the necessary information concerning such meeting shall have been provided to the members;
- (ii) ensure that the meeting is conducted in an orderly manner and that speakers are allowed a reasonable period of time to ask questions, make submissions or observations on any matter properly before the meeting;
- (iii) ensure there is no disruption of the meeting;
- (iv) have power to determine all points of order in the conduct of meetings and to adjourn a meeting or any matter arising at a meeting where not to do so would or might in the opinion of the Chairperson jeopardise or prejudice (whether by reason of delay or otherwise) the best interests of the Club and, subject to the right of Voting Members to call for a poll under Article 20(e)(iii), to declare the results of any voting procedure;
- (v) ensure that proper minutes of the meetings are recorded;
- (vi) without prejudice to Articles 20(f)(ii) and (iv), act in an impartial manner in the management and control of the meeting.

**21. Casual Vacancies**

- (a) Casual vacancies of Elected Members occurring on the Management Committee may, subject to Article 12(a), be filled in the following manner:-

- (i) in the case of an Elected Member elected under Article 12(b)(i), the person co-opted to fill the casual vacancy shall be the person nominated by the Men's Club or the Ladies' Club as the case may be;
- (ii) in the case of an Elected Member elected under Article 12(c)(i), the person co-opted to fill the casual vacancy shall be the person nominated by the Management Committee:

and each person so co-opted to fill a casual vacancy shall be an Elected Member for the purpose of this Constitution PROVIDED THAT such Elected Member shall retire from office on the AGM Date next following but may offer themselves for re-election subject to the terms of this Constitution.

- (b) A casual vacancy occurring in the office of Chairperson or Finance Manager may be filled by co-option by the Management Committee of an Elected Member PROVIDED THAT any person who shall have served as Chairperson or Finance Manager for a Rotation Period which shall have ended at the AGM Date immediately prior to the year during which a casual vacancy in the office of Chairperson or Finance Manager shall have occurred, shall not be eligible for re-appointment to the office of Chairperson or Finance Manager.
- (c) In the case of a person co-opted in accordance with this Article 21, the requirement of attendance at meetings of the Management Committee under the proviso in Article 14(c) shall, for the period between the date of co-option and the next following AGM Date, abate proportionately.

## **22. Membership - Resignation / Expulsion / Suspension**

- (a) A member may resign membership at any time by notification to the Secretary Manager. Upon receipt of such notification the Secretary / Manager shall record receipt of such resignation in the records of the Club and the relevant member shall thereupon cease to be a member of the Club.
- (b) (i) Any complaint alleging that a member shall have acted in breach of:-
  - I this Constitution and / or otherwise to have acted in such manner as to bring the Club or any member of the Club into disrepute shall be made in writing setting out in sufficient detail the facts and circumstances of the alleged breach and shall be addressed to the Chairperson; or
  - II the Rules of Golf or the UHS shall be made in writing setting out in sufficient detail the facts and circumstances of the alleged breach and shall be addressed to the Captain of the Men's Club or the Captain of the Ladies' Club as appropriate;

- (ii) I if the Chairperson or the relevant Captain, or as the case may be, (in each case, respectively in consultation with at least two other Elected Members or Committee Members) shall consider that the matter complained of shall be of a minor or trivial nature he or she may seek to resolve the matter amicably, including by seeking an apology from any party(ies) and if such be the case, an apology shall have been given, no further action or process shall take place.
- II if an apology having been invited is not given or if the Chairperson or the relevant Captain shall consider that the matter(s) alleged in the relevant complaint shall amount to an act or acts referred to in Article 22(b)(i) or (ii), the Chairperson or such Captain shall send a notice of the making of the complaint (together with copy thereof) to the relevant member at his or her last known address and invite written reply to be made within seven days (not including the date of postage);
- (iii) following receipt of the relevant member's written reply (if any) the Chairperson or such Captain shall make a report on the relevant complaint (including providing copies of all related correspondence and notes) for the Management Committee, the committee of the Men's Club or of the Ladies Club as the case may be which shall meet within a period of not later than 3 days following the expiry of the seven day period aforesaid to investigate and deliberate upon the original complaint;
- (iv) the relevant member shall be invited to attend such meeting or any subsequent meeting(s) and may be represented at either and shall be afforded the opportunity to be heard and to give any explanation and to counter or otherwise dispute the relevant complaint and any evidence founding such complaint and to cross-examine any complainant.
- (v) the Management Committee or committee of the Men's Club or of Ladies' Club as the case may be, having heard all the evidence concerning the complaint, given consideration thereto and having regard to this Constitution and / or of any rules made hereunder or under the UHS and to the interests of the Club and / or any member(s) affected by the act(s) alleged in the original grounding complaint, shall have power by a vote of not less than two thirds of members present and voting to make-
  - I in the case of the Management Committee and a breach referred to in Article 22(b)(i)I, an order of expulsion of the relevant member from membership of the Club as it shall consider warranted or appropriate; or
  - II in the case of the committee of the Men's Club or of the Ladies' Club as the case may be and a breach referred to in Article 22(b)(ii)II, a report to the Management Committee (including all related

correspondence and notes) and such recommendations as to any action it shall consider necessary or appropriate to protect the good name of the Club concerning the matter complained of

- (vi) The Chairperson shall give written notice to the relevant member of the decision of the Management Committee and such notice shall be sent by prepaid registered post or delivered by hand in either case not later than the date falling next after the date of such decision.
- (vii) I Any member in respect of whom a decision shall have been made by the Management Committee to expel as aforesaid shall have a right to appeal to a sub-committee appointed under Article 18 which shall be constituted and shall proceed in the same manner as provided in Article 22(c)(ii) below;
  - II A simple majority vote for or against the motion by the Voting Members present and voting at such meeting shall determine the matter.
- (c) (i) Where the Chairperson shall have determined that the act(s) complained of shall have amounted to an act or acts referred to in Article 22(b)(i), he or she having consulted with at least 2 Elected Members, may, in the notice referred to in Article 22(b)(ii), also notify (including giving reason(s) to) the relevant member of his or her suspension from membership of the Club for a period of 5 days or, subject to the proviso below, for successive periods of five days each during which the complaint shall be under investigation PROVIDED THAT in the event that a suspension shall continue beyond the original period of five days or any succeeding period of five days, the Chairperson shall in the case of each successive suspension periods notify the relevant member thereof in writing PROVIDED FURTHER THAT the relevant member shall be entitled to appeal against such suspension by notice (which shall include a statement of grounds of such appeal) to that effect addressed to the Chairperson.
  - (ii) I On receipt of a notice of appeal under Article 22(c)(i), the Chairperson shall for the purpose thereof appoint a sub-committee consisting of at least five Voting Members, at least two of whom shall each be a former GUI and ILGU Captain and none of whom shall be an Elected Member or shall have been a Voting Member who shall have sat on a sub-committee constituted for the purpose of Article 22(b)(vii);
    - II The sub-committee shall convene not later than five days from the date of its appointment or such later date (but in any event not later than ten days from such date) so as to permit the taking of evidence, including oral evidence, as shall have been presented to it concerning such suspension and appeal against suspension.

- (iii) A decision of the sub-committee as to the continuation or termination of the relevant member's suspension shall be final and such decision shall not affect the conduct of any investigation by or deliberation [including any vote under Article 22(b)(v)] of the Management Committee or the right or conduct of an appeal by the relevant member under Article 22(b)(vii).
- (d) The membership of a member who shall be expelled from the Club on foot of a decision of the Management Committee or on a vote of the members in general meeting shall be automatically terminated on the earlier of:-
  - (i) (in the event that no notice of appeal shall have been received by the Chairperson) sunrise on the date next following the date of elapse of the seven day period referred to in Article 22(b)(ii) II; and
  - (ii) (in the event that a notice of appeal shall have been received by the Chairperson) the declaration by the Chairperson of the outcome of the vote on the motion under Article 22(b)(vii) shall be final.
- (e) A member who shall have been expelled from membership of the Club shall not be entitled to a refund of any fees in respect of any unexpired period of the year during which such expulsion shall have taken place and for which such fees shall have been paid.
- (f) Notwithstanding the foregoing, the Chairperson may at any time or from time to time consult with the committee of the Men's Club or the committee of the Ladies' Club or with both such committees and seek their assistance or engagement towards an amicable resolution of any matter relating to a complaint coming within this Article. For the avoidance of doubt, neither such committee shall, without the prior instruction of the Management Committee, exercise any power which is otherwise exercisable by the Management Committee hereunder.
- (g) In any proceedings under this Article, the burden of proof shall be on the civil standard and shall be borne by the asserting party.

### **23. Affiliations of the Club**

- (a) The Men's Club shall be affiliated to the Golfing Union of Ireland and the Ladies' Club shall be affiliated to the Irish Ladies Golf Union and / or, in the event that such golfing unions shall be replaced by another or later union, which shall organise, regulate, control or administer amateur golf in Ireland for males and females, the Men's Club and the Ladies' Club shall be instead affiliated to such other or later union, in such manner and degree as shall integrate the Club into such organisation, regulation, control or administration to the fullest extent possible and the Management Committee shall enter or make such arrangements for the Club to

join or become affiliated to such union as shall be necessary from time to time to effect such integration.

- (b) In addition to the foregoing affiliations, the Club shall be affiliated with CONGU and, in the case of the Men's Club, with the body known as Munster Golf.
- (c) The members shall, in addition to their annual subscriptions, pay to the Club as collecting agent of each such union or body, such levies and fees as are payable from time to time in respect of such affiliations and the relevant amounts so collected as agent shall be delivered by the Club to GUI (and / or Munster Golf) , ILGU and CONGU.

## **24. Licensing**

### **Registration of Clubs Acts 1904 - 2008 / Intoxicating Liquor Acts 1927 - 2018**

- (a) The Club shall be a registered Club within the meaning of the Registration of Clubs Acts 1904 - 2008. The following provisions are included for the purposes of complying with the provisions of those Acts.
- (b) The sale and supply of intoxicating liquor to members of the Club shall be controlled by the Management Committee on behalf of the members.
- (c) No member of the Management Committee and no manager or servant employed by the Club shall have any personal interest in the sale of excisable liquor in the Clubhouse or in the profits arising from such sale.
- (d) Subject to the exceptions referred to in Article 26(e), no excisable liquor shall be supplied for consumption in the Clubhouse or on the Course to any person (other than to a member of the Club lodging in the club premises) or be consumed on the premises by any person (other than such a member):-
  - (i) at any time on Christmas Day;
  - (ii) on any other day outside the hours specified in respect of that day in s.2(1)(b) Intoxicating Liquor Act 1927 (as amended), being:-
    - I St. Patrick's Day between 12.30 and 00.30 on the following day;
    - II 23 December (if it falls on a Sunday) between 10.30 and 23.30;
    - III Christmas Eve and between 10.30 and 23.30;
    - IV the eve of any public holiday (other than Christmas Eve):-
      - (1) if the eve falls on a weekday, between 10.30 and 00.30 on the following day;

- (2) if it falls on a Sunday , between 12.30 and 00.30 on the following day;
  - V any other Sunday (except St. Patrick's Day which falls on a Sunday) between 12.30 and 23.00;
  - VI any other Monday, Tuesday or Wednesday between 10.30 and 23.00;
  - VII any other Thursday, Friday or Saturday between 10.30 and 00.30 on the following day.
- (e) Nothing contained in the Registration of Club's Acts 1904 - 2008, or contained by virtue only of the operation of Article 24(d) hereof, shall operate to prohibit the supplying for consumption of excisable liquor to any person or the consumption of excisable liquor on the Club premises by any person:-
- (i) on Christmas Day, between 12:00 and 22:00; or
  - (ii) on any other day, for 1 hour after the expiration of any period in respect of that day during which it is lawful for the Club, by virtue of the provisions of Article 24(f), 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.
- (f) This Constitution shall be amended by the terms of any amendment to or substitution of any provision of the Intoxicating Liquor Acts 1927 – 2018 or the Registration of Clubs Acts 1904 – 2008 which shall operate to amend the terms under which any excisable liquor sales (including the exposure for sale) or terms under which excisable liquor may be consumed in the Clubhouse and such amendment shall occur simultaneously with the coming into effect of such amendment or substitution.
- (g) No excisable liquors shall be sold or supplied in the Club premises to any person under the age of 18 years.
- (h) No excisable liquor shall be sold or supplied for consumption outside of the premises of the Club except to Members of the Club between the hours of 08:00 and 22.00.
- (i) A visitor shall not be supplied with excisable liquor on the Clubhouse unless on the invitation of and in the company of a member and that member shall upon the

admission of such visitor to the Club premises enter his or her own name and the name and address of the visitor in a book which shall be kept for that purpose and which will show the date of such visit.

- (j) Members of a group who are members of a club, (whether registered or unregistered), society or organisation and who are visiting 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

may be supplied with intoxicating liquor at the request and in the presence of an official of the Club on the occasion of such visit. Such official shall enter the name of the group and the number of persons concerned in it in a visitors book.

- (k) The hours specified in Article 24(e)(ii) in respect to of any day specified in that Article are in addition to the period between midnight and 00.30 on that day where that period is included in the hours so specified in respect of the eve of that day.

## **25. Trustees**

- (a) There shall be not more than 4 Trustees of the Club each of whom:
  - (i) shall be a Voting Member;
  - (ii) shall be elected by the Voting Members on an AGM Date;
  - (iii) may hold office for a period of not more than 7 years from the AGM Date on which they shall have been elected;
  - (iv) shall retire on the earlier of their reaching 80 years of age or on the expiry of the period of 7 years referred to in Article 25(a)(ii).
- (b)
  - (i) Any Voting Member offering himself or herself as a candidate for election as Trustee shall have been a Voting Member of the Club for a period of not less than 5 consecutive years immediately before the AGM Date on which the relevant election shall take place.
  - (ii) The names of the Voting Members intending to offer themselves as candidates for election as Trustees shall be proposed and seconded by 2 Voting Members and their nomination shall be submitted by notice in writing to the Secretary / Manager by not later than twenty eight days prior to the annual general meeting to be held on the AGM Date at which the relevant election is to be held;



- (iii) each such candidate together with their respective proposer and seconder shall set their respective signatures to such notice;
  - (iv) the Secretary / Manager shall, in addition to the e-mail notification required under Article 20(c) and by not later than twenty one days prior to the relevant AGM Date, post a copy of the list of names of candidates intending to offer themselves for election as Trustee on the Club notice board.
- (c) Voting for candidates for election as Trustee shall be by secret ballot on paper bearing the names of the relevant candidates listed in alphabetical order.
  - (d) In the event that in any such election there shall be a tie between two or more candidates there shall be one or more run-off ballots until the desired number of successful candidates for election shall emerge from the election process.
  - (e) In the event that there shall be an equal number of candidates offering themselves for election as Trustee as there shall be vacancies for the purpose of such election, the Chairperson may declare that all such candidates to be duly elected and they and each of them shall accordingly be deemed elected.
  - (f) A Trustee shall be trustee for the time being subject to and upon the terms of the Trust Deed and upon election each Trustee shall:
    - (i) have his or her name recorded as Trustee in the records of the Club;
    - (ii) complete such deed or declaration as shall be required by the Management Committee for the purposes recording his or her appointment in any registry or with any authority as shall be determined by the Management Committee;
    - (iii) hold the property of the Club as a joint tenant with his or her co-Trustees;
    - (iv) at all times as Trustee, act as a fiduciary and in the best interests of the members of the Club;
    - (v) not, while a Trustee, be President, a Captain or Vice-Captain or an Elected Member.
  - (g)
    - (i) Trustees shall be entitled to enquire of the Management Committee on any matter affecting the business of the Club which shall be relevant to their position as Trustee and the Management Committee shall upon receipt of such enquiry carefully consider such enquiry and provide the appropriate information in response thereto.
    - (ii) Trustees shall keep any information provided to them by the Management Committee in strict confidence.

- (h) Without prejudice to Article 25(f)(ii), the Trustees shall:-
- (i) execute all such documents and do all such acts as may be required to:-
- I vest any property of the Club in the Trustees; or
- II dispose of any part of any lands held by them:-
- (1) with the authority of the members in general meeting and for such purpose the Trustees shall be entitled to act on any direction given to them by the Management Committee where such direction shall have been duly authorised in accordance with Article 13(c)(ii); or
- (2) on foot of the indemnity in Article 25(1);
- (ii) enter into all such agreements, contracts deeds and covenants and shall complete and execute all such forms and give such undertakings on behalf of the Club as may be required to give legal effect to any transaction which the Club proposes to enter into and which shall have been approved and authorised in accordance with this Constitution;
- (iii) apply for or seek renewal of any license or other authorisation as shall vest in the names of the Trustees from time to time and shall be required for the purpose of or in connection with the business or affairs of the Club.
- (i) All legal or arbitration proceedings in which the Club becomes involved pursuant to Article 13(a)(xx) shall be instituted or defended in the name of the Trustees and all and any such proceedings shall be conducted or defended in consultation with legal advisors appointed by the Club for that purpose.
- (j) Notwithstanding Article 25(a), a Trustee shall cease to be a Trustee on the occurrence of any of the followings events:
- (i) ceasing to be a Voting Member; or
- (ii) upon conviction of an indictable offence involving fraud or dishonesty; or
- (iii) is removed by vote of a simple majority of the Voting Members in general meeting convened in accordance with this Constitution.
- (k) At the conclusion of a term of office as Trustee pursuant to Article 25(j), the retiring Trustee shall not thereafter be eligible to offer himself or herself for re-election as a Trustee.

- (l) The Trustees shall be entitled to and shall be indemnified out of the assets of the Club for all acts done or approved by them in good faith on behalf of the Club in exercise of the powers and functions conferred on them under the Trust Deed and / or this Constitution and they or any of them shall be held harmless and shall not by reason of their holding any such office or appointment in the Club incur any personal liability on foot of any such act(s).

## **26. Income, Property and Emoluments**

- (a) The income and property of the Club shall be applied solely towards the promotion of the primary object and sole purpose of the Club and in support of the purposes set forth in this Constitution and no portion of the such income and property shall be disbursed, transferred or otherwise whether directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit or distribution to members of the Club or any of them.
- (b) All records, notes, minutes, books of accounts of the Club whether prepared for or on behalf of the Management Committee, the committee of the Men's Club or the committee of the Ladies' Club together with all statements of bank accounts (including those opened and / or operated on the authority of the Management Committee pursuant to Article 13(a)(xii), Article 9(a)(ii) IV(I) or Article 9(b)(ii) IV(I) of this Constitution) shall, notwithstanding that any of the foregoing shall refer to any third party (including any Voting Member, Non-Voting Member, guest or visitor to the Club or employee of or contractor with the Club) or, in the case of bank accounts as aforesaid which shall be in the name(s) of any one or more Trustees, Officers of the Club, Elected Members, Voting Members or Non-Voting Members shall belong to and be the property of the Club.
- (c) No Trustee, Elected Member, Officer of the Club, the President or any person appointed to any role or office of the Club shall be entitled to receive or be paid an emolument, salary or fee or otherwise receive any remuneration or other benefit in money or money's worth from the Club PROVIDED HOWEVER THAT nothing herein shall prevent the payment in good faith by the Club of:-
  - (i) interest at a rate not exceeding 1% per annum above the Euro Interbank Offered Rate per annum on money lent to the Club by such Trustee, Elected Member, Officer of the Club, the President or any person appointed to any role or office of the Club or otherwise by any member of the Club;
  - (ii) reasonable and proper rent for premises demised and let to the Club by any Trustee, Elected Member, Officer of the Club, the President or any person appointed to any role or office of the Club or by any member of the Club;
  - (iii) reasonable and proper out-of-pocket expenses incurred by any Trustee, Elected Member, Officer of the Club, the President or any person appointed to any role or office of the Club or by any member of the Club in connection

with their or any of their attendances to any matter affecting the Club or its business;

- (iv) fees, remuneration or other benefit in money or money's worth to any company of which a Trustee, Elected Member, Officer of the Club, the President or any person appointed to any role or office of the Club or of which any member of the Club may be a member holding not more than one hundredth part of the issued share capital of such company.
- (d) The Crest and the intellectual property rights therein belong to and are the property of the Club and shall not be published, employed, used or displayed by any means or on or through any medium other than with the prior consent of the Management Committee.

## **27. Staff and Other Contractors**

- (a) (i) The management, including the hiring, employment, remuneration, and all other terms and conditions attaching to employment contracts with staff or other contractors with the Club or with third parties having any other form of contract with the Club shall be exclusively within the authority and responsibility of the Management Committee and no member of the Club shall at any time give direction or reprimand to any person having an employment or any other form of contract with the Club in relation to any matter concerning the Club or its business or affairs;
- (ii) Notwithstanding Article 27(a)(i), staff employed by the Club as ground staff shall be subject to the direction and authority of the Head Greenkeeper in the day to day management and upkeep of the Course.
- (b) The Management Committee may from time to time make, order or otherwise implement such reporting lines or structures as it shall in its absolute discretion determine for the management of staff and other contractors employed by or with whom the Club shall engage and the Club and its members shall be bound by such decisions as the Management Committee may so make and shall not be at liberty to interfere with or vary any matter within the competency of the Management Committee for the purposes of this Article 27.
- (c) No member who is an employee of the Club may, while so employed, serve as an Officer of the Club or as an Elected Member or on committee of the Men's Club or the committee of the Ladies' Club or as a Trustee of the Club.
- (d) The Management Committee may at its absolute and sole discretion grant concessions and privileges to persons who are in full time employment of the Club upon such terms and conditions as it shall determine. Any person to whom such concessions and privileges shall be granted shall be entitled to participate in competitions, in the case of males run by Men's Club, and in the case of ladies, in competitions run by the Ladies Club. Any such privilege or concession shall

terminate if any such persons shall cease to be in the full time employment of the Club or if the Management Committee shall withdraw it.

## **28. Winding-Up**

If upon winding up or dissolution of the Club there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Club. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Club. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution or transfer of their income and property among their members to an extent at least as great as is imposed on the Club under or by virtue of the provisions of Article 26 (Income and Property) of this Constitution. Members of the Club shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of transfer.

## **29. Revenue Commissioners**

- (a) The Revenue Commissioners of Ireland shall be provided with such information concerning the affairs of the Club as they shall request and be entitled to receive, including the accounts of the Club and a copy of this Constitution.
- (b) Without prejudice to the foregoing, the Club shall from time to time make available to the Revenue Commissioners annual accounts required in accordance with Article 13(a)(x) of this Constitution.

## **30. Notices**

Any notice which is required to be given under this Constitution shall, unless otherwise expressly provided herein, be given in writing and may be delivered personally or sent by ordinary prepaid post to the last known address of the member to whom it is to be given which appears on the Club records and the date when such notice is given. Any such notice shall be deemed to have been served if delivered personally at the time of delivery or, if sent by post, (i) 3 business days following the date of postage on the island of Ireland and (ii) on a day which shall fall on that on which air-mail posted letters from Ireland are normally delivered by postal services in other countries.

## **31. Amendment Provisions**

- (a) This Constitution comprises the rules governing membership and management of the Club and any amendment hereto shall be made only by a majority vote of the Voting Members in a general meeting;

- (b) Any proposal for such amendment may be initiated by service of notice in writing on the Secretary / Manager who, through the Management Committee, shall implement the necessary process for notice and convening such general meeting;
- (c) No addition, alteration or amendment shall be made to the provisions of the main objects clause, (Article 3), the income, property and emoluments clause (Article 26), the winding-up clause (Article 28), the requirement of an audit of the annual books and financial records of the Club (Article 13(a)(x) or the requirement that a copy of such annual books and financial records be provided on request to the Revenue Commissioners (Article 30) or Article 31 of this Constitution except with the prior written approval of the Revenue Commissioners of Ireland.