**COMPANIES ACT 2014**

**COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL**

**CONSTITUTION**

-of-

**THE GALWAY LAWN TENNIS AND SPORTS CLUB COMPANY LIMITED BY GUARANTEE**

# **MEMORANDUM OF ASSOCIATION**

**(as adopted \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017)**

1. **Name**

The name of the Company is **THE GALWAY LAWN TENNIS AND SPORTS CLUB COMPANY LIMITED BY GUARANTEE**.

1. **Company type**

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

1. **Main Object**

The main object for which the Company is established (the “Main Object”) is to promote the games of tennis, badminton, squash and other sports.

1. **Subsidiary Objects**

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects:

1. To provide a Tennis Club and Sports Facilities at or near Threadneedle Road in the City of Galway or elsewhere and to lay out and prepare such facility for Tennis, badminton, squash and any other sport or past-time or other purpose of the Company, and to provide a Club House, Refreshment Rooms and other conveniences in connection therewith.
2. To hold or arrange Tennis, badminton, squash and other sporting matches and competitions and offer and grant or contribute towards the provision of prizes, awards and distinctions.

To buy, sell and deal in all kinds of sports requisites and all kinds of provisions, liquid and solid, required by the Members of the Company, or by persons frequenting the Company's grounds.

1. **Powers**

The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

* 1. To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
	2. To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
	3. To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
	4. To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
	5. Subject to clause 6, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
	6. To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
	7. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
	8. To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the promotion, protection or encouragement of its Main Object and to vary investments.
	9. To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
	10. To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
	11. To invest and deal with monies and property of the Company not immediately required in such manner as will most effectively provide funds for the advancement and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder.
	12. To invest in such ways as shall seem desirable to the Committee any moneys of the Company not immediately required for the use in connection with its Main Object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of five years for any purposes.
	13. To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company’s holding company or a subsidiary or associated company.
	14. To draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
	15. To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
	16. To insure any or all of the members of the Committee against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as a Director of the Company.
	17. To apply for, purchase or otherwise acquire any patents, brevets d’invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
	18. To adopt such means of making known the products and/or services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards and donations.
	19. To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
	20. To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
	21. To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership whose objects are the promotion of athletic or amateur games or sports, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of Clause 6 hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.
	22. To pay all expenses of and incidental to the incorporation and establishment of the Company.
	23. To carry on alone or in conjunction with others any other trade of business which may in the opinion of the Committee be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company in pursuance of the Main Object.
	24. To establish and maintain links with international and national organisations having similar objectives.
	25. To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
	26. To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

**PROVIDED THAT**:

* + 1. in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
		2. nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not in furtherance of the promotion of athletic or amateur games or sports.
1. **Income and Property**

# The income and property of the Company shall be applied solely towards the promotion of its main object(s) as set forth in this Constitution. No portion of the Company’s income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money’s worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

* + 1. reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;
		2. interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;
		3. reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
		4. reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
		5. fees, remuneration or other benefit in money or money’s worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company.
1. **Additions, alterations or amendments**

No addition, alteration or amendment shall be made to the provisions of the main object clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners..

1. **Winding Up**

If upon the winding up or dissolution of the Company 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 Company. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of the Income and Property Clause hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. 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 the transfer.

1. **Keeping of Accounts**

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

1. **Limited Liability**

The liability of the members is limited.

1. **Undertaking to Contribute**

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for

* + 1. payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and
		2. the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding €1.

**ARTICLES OF ASSOCIATION**

# **PRELIMINARY**

# In these Articles, the marginal notes shall not affect the construction and the following expressions shall have the means respectfully assigned to them unless there is something in the subject or context inconsistent herewith:

## The “**Act**” means the Companies Act, 2014;

## The **“Committee**” shall mean the members currently serving on the Board of Directors of the Company;

## The "**Company**" or “**Club**” means The Galway Lawn Tennis and Sports Club Company Limited by Guarantee;

## “**Member**” shall mean any person of the classes embraced by the definitions in Article 3;

 **“Member of the Committee**” shall mean a Director;

 “**Month**” shall mean calendar month;

 The "**Seal**" means the Common Seal of the Company;

 The "**Secretary**" means any person appointed to perform the duties of the Secretary of the Company.

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

## Words importing the singular shall include the plural and the masculine the feminine and vice versa.

# **MEMBERS**

# For the purposes of registration the number of members of the Company is taken to be 750 but the Committee may from time to time register an increase of members as considered appropriate.

# Membership of the Club shall consist of

1. Ordinary Members which shall consist of individual and family members and will include life members, honorary members and intermediate members. (Family membership is construed as consisting of one or two individual members and their children under the age of 18 years who shall be junior members)
2. Junior members which term shall mean all members under 18 years of age.
3. Intermediate members which term shall mean members who are aged between the ages of 18 and 23 years and also student members. Student members shall include members who are involved in full time undergraduate third level education.
4. Other members which term shall mean associate members, country members, pavilion members and temporary members. An associate member is a person who has been granted partial rights and privileges as determined by the Committee. A pavilion member shall be entitled to all of the Club’s facilities other than the playing or exercise facilities.

# Election

1. The election of Ordinary Members and other Members shall be by ballot of the Committee and shall take place at such times as the Committee shall think fit.
2. When a person has been duly elected as an Ordinary Member a notice to that effect shall be sent to him or her and he or she shall be required to complete the following form and return it to the Secretary together with his or her subscription and entrance fee (if any).

## “The Galway Lawn Tennis and Sports Club Company Limited by Guarantee.

## I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the County of \_\_\_\_\_\_\_\_\_\_\_\_ hereby agree to be bound by the Memorandum and Articles of the Company and in particular I undertake to contribute to the assets of the Company, in the event of its being wound up while I am a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before I cease to be a Member, and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributories among themselves such amount as may be required not exceeding €1.

## Dated this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_20

## Signed: \_\_\_\_\_\_\_\_\_

## Note: A Copy of the Memorandum and Articles of Association of the Company can be inspected at the Office of the Secretary in the Club Clubhouse.”

# Every Member undertakes to abide by the Rules and Bye-laws of the Company for the time being in force, and any variation or alteration thereof.

1. A member may resign his or her membership by giving to the Secretary notice in writing to that effect. Every such resignation shall be deemed to take effect 14 days after receipt by the Company of such notice.
2. The Committee may refuse to accept the resignation of a member and notice of such refusal may be sent to the member at any time prior to the date when such resignation would otherwise have become effective.
3. The Committee may at any time permit a member to resign forthwith without notice.

# The rights of membership shall not be transferable save as provided in the bye-laws or regulations of the Company. Membership of the Company shall cease on the death of a member, or on his or her expulsion or resignation.

# The management and control of the Staff shall be vested in the Committee.

# Any member whose subscription is in arrears for more than 30 days after it became payable shall not be entitled to vote at any meeting of the Company and shall cease to have any of the rights or privileges of membership. Upon payment of the subscription after the said period of 30 days together with such fines as may be imposed upon the member whose subscription is in arrear, the Committee may restore such member the right to vote and to membership of the Company.

# No person under the age of 18 years shall be admitted as a member of the Club for reasons other than athletic pursuit.

# **RIGHTS OF MEMBERS**

# Only Ordinary Members as defined in Article 3 shall be entitled to:

1. Convene a General Meeting of the Company
2. Give notice of or propose any motion
3. Be present or vote at any General Meeting of the Company
4. Be elected to any office or be Members of the Committee.

# If at any time in the opinion of the Committee the acts or conduct of a member are or is detrimental to the interests of the Company, or if in any other circumstances it is desirable in the interests of the Company to call for an explanation, the Committee may, by notice in writing, call for an explanation of the conduct of such member, and if within 14 days of the service of such notice such member fails to give an explanation or gives an explanation that shall not be deemed satisfactory by the Committee, the Committee may by a vote of two-thirds of members present and voting at the meeting at which same is determined forthwith by letter invite such member to withdraw from the Company within a time specified in such letter, and in default of his or her doing so within the time mentioned in the said letter, he or she may be expelled from the Company, and shall cease to be a member as and from the date of the posting to him or her of notice of expulsion. Any member who has been called upon to withdraw, from the Company or has been expelled as aforesaid, shall have the right within 14 days of notice of expulsion to serve notice in writing on the Secretary requiring the question of his or her expulsion to be submitted to an Extraordinary General Meeting of the Company. Such General Meeting shall be summoned by the Secretary on the instruction of the Committee, within 21 days of receipt of such notice. At such meeting the member whose expulsion is under consideration shall be allowed to offer an explanation to the charge, either verbally or in writing, and if after such explanation two –thirds of the members present and voting at such meeting vote in favor of his or her expulsion, he or she shall immediately cease to be a member of the Company, and such decision shall be final. While the conduct of a member is under consideration by the Committee under this Article he or she may be suspended by the Committee, and while suspended he or she shall not be entitled to exercise any of the rights or privileges of membership of the Company, pending the consideration of his or her explanation, and the decision of the Committee thereon. A member of the Company who has been expelled shall, notwithstanding expulsion, be liable to pay to the Company all sums due by him or her at the time of his or her expulsion, including the subscription for the current year. Any notice or letter required by this Article must be served personally or sent by registered post.

# **GENERAL MEETINGS**

# The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Committee and shall specify the meeting as such in the notices calling it provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.

# All General Meetings other than Annual General Meetings shall be known as Extraordinary General Meetings.

# The Committee may, whenever it think fit, convene an Extraordinary General Meeting.

# If, at any time, there are not sufficient Committee members capable of acting to form a quorum, any Committee member may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Committee.

# The Committee shall on the requisition of 40 Ordinary Members, convene an Extraordinary General Meeting of the Company. Any such requisition must state the purpose of the proposed meeting and must be signed by the requisitionists and deposited at the registered office of the Company. On receipt of the requisition, the Committee shall forthwith convene an Extraordinary General Meeting. If the Committee does not convene the Meeting within 21 days from the date of the requisition being so deposited, the requisitionists may themselves convene the Meeting.

# Any reasonable expenses incurred by the requisitionists by reason of the failure of the Committee duly to convene a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Committee members as were in default.

# For the purposes of Articles 16 to 19, the Committee shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if it does not give such notice of it as is required by Section 181 of the Act.

# A meeting convened under Articles 16 or 17 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Committee.

# The Chairperson of the Committee or failing him or her the President shall preside as Chairperson at every General Meeting of the Company. If there is no such Chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the meeting shall elect some other Ordinary Member to be Chairperson of the meeting. Where there is an equality of votes, the person presiding shall have a second or casting vote.

# The Chairperson may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

# Unless a poll is demanded in accordance with Article 49, at any General Meeting:

1. a resolution put to the vote of the meeting shall be decided on a show of hands; and
2. a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

# Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

# Subject to section 193 of the Act (as modified by section 1208 of the Act) a resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a General Meeting shall be as valid and effective for all purposes as if the resolution had been passed at a General Meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.

# **NOTICE OF GENERAL MEETINGS**

# Subject to the provisions of section 181 of the Act, in the case of an Annual General Meeting or a meeting to pass a Special Resolution, 21 days’ notice and in any other case 14 days’ notice at least shall be given to Ordinary Members in the manner herein mentioned or in such other manner as may be prescribed by the Company in General Meeting.

# A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the foregoing Article, be deemed to have been duly called if it is so agreed by:

1. all the members entitled to attend and vote at the meeting; and

### unless no statutory Auditor of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory Auditor of the Company.

# Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.

# In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.

# The notice of a General Meeting shall be signed by the Secretary and specify:

1. the place, date and time of the meeting;
2. the general nature of the business to be transacted at the meeting;
3. in the case of a proposed special resolution, the text or substance of that proposed special resolution.

## A copy thereof shall be sent to every Ordinary Member at least 21 days before the date of General Meeting in the case of an Annual General Meeting.

# Where notice is required or authorised to be served on or given to a member or members of the Company by the Company, or an officer of it, notice shall be given in writing and served on or given to the member(s) in one of the following ways:

1. by delivering it to the member
2. by leaving it at the registered address of the member;
3. by sending it by post in a pre-paid letter to the registered address of the member;
4. by electronic mail, where the member has consented in writing (and not withdrawn that consent) to the Company or an officer of the Company using electronic means to serve notices on him or her and provided to the Company a valid electronic mail address for this purpose.

 The method of giving of notice that shall be used generally or in a particular situation shall be at the discretion of the Committee.

# **PROCEEDINGS AT GENERAL MEETINGS**

# No business shall be transacted at any meeting unless a quorum of Ordinary members is present at the commencement of the business of the Meeting.

# The quorum at any General Meeting of the Company shall be 30 Ordinary Members personally present except for an Extraordinary General Meeting called by Ordinary Members, where it shall be 60 Ordinary Members personally present.

# If within half an hour from the time appointed for the meeting, a quorum of Ordinary Members is not present, the meeting, if convened on the requisition of the Ordinary Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the following week at the same time and place, and, if at such adjourned meeting, a quorum of Ordinary Members is not present within half an hour from the time appointed for the meeting, the Ordinary Members then present shall form a quorum.

# The Presiding Officer may, with the consent of the Meeting (and shall if so directed by the meeting), adjourn the meeting from time to time and place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.

# The Committee shall submit to the Annual General Meeting the report of the work carried out by the Company during the past year and a full statement of accounts showing the receipts and expenditure of the preceding financial year.

# Notice of motion for the Annual General Meeting must be received by the Secretary not less than 28 days’ before the meeting and must be signed by at least two Ordinary Members.

# Only business included in the Notice for the Annual General Meeting shall be discussed at the Annual General Meeting.

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

# **VOTES OF MEMBERS**

# Where a matter is being decided (whether on a show of hands or on a poll), every Ordinary Member present in person shall have one vote, but so that no individual Ordinary Member shall have more than one vote.

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

# Votes must be given personally.

# At any General Meeting unless a poll is demanded, a declaration by the presiding officer that a resolution has been carried, and any entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.

# No member shall be entitled to vote at any General Meeting unless all monies immediately payable by him or her to the Company have been paid.

# **PROXIES**

# A member of the Company entitled to attend and vote at a meeting of the Company shall not be entitled to appoint another person as his or her proxy to attend and vote instead of him or her.

# **VOTING ON A POLL**

# At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).

# A demand for a poll may be made by:

1. the Chairperson of the meeting;
2. at least five Ordinary Members present in person;
3. any member or members present in person and representing not less than 10% of the total voting rights of all the members of the Company concerned having the right to vote at the meeting.

# If a poll is demanded in the manner aforesaid, the poll shall be taken in such manner as the Presiding Officer directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

# A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 50, if a poll is demanded it shall be taken in such manner as the Chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.

# A poll demanded with regard to the election of a Chairperson or on a question of adjournment shall be taken forthwith.

# A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that on which a poll is demanded may be proceeded with pending the taking of the poll.

# **COMMITTEE**

# The number of the members of the Committee shall be not less than three (3) and unless and until determined by the Company in General Meeting, not more than 12.

# The Committee shall consist of (1) President, (2) The Honorary Secretary (3) The Honorary Treasurer, (4) the Captains of the Tennis, Squash and Badminton Sections or their respective section nominees and four other members. The Honorary Treasurer shall be ex-officio Chairperson of the Finance Committee. Other officers may be appointed as the Committee shall from time to time decide.

# The Committee at its first meeting shall elect a Chairperson as its presiding Officer who shall be a member of the Committee. The Chairperson shall have power in emergencies or other situations where calling of a meeting would be unrealistic, to make decisions in consultation with where possible other Board Members and shall report on such members to the next Committee Meeting.

# The Committee shall have powers to co-opt up to a maximum of two members on to the Committee.

# The Committee, including ex-officio members, shall be the Directors of the Company.

# In case any vacancy should occur in the Committee it shall be filled by the Committee.

# The Company may from time to time by ordinary resolution increase or reduce the number of Committee Members, and may also determine in what rotation the increased or reduced number is to go out of office.

# The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Committee member before the expiration of his or her period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Committee member. Such removal shall be without prejudice to any claim such Committee member may have for damages for breach of any contract of service between him or her and the Company.

# The Company may by ordinary resolution appoint another person in place of a Committee member removed from office under the foregoing Article. Without prejudice to the powers of the Committee under Articles 54 and 56, the Company in General Meeting may appoint any person to be a Committee member, either to fill a casual vacancy or as an additional Committee member.

# The Committee shall have power to make, vary, add to, and repeal rules and bye-laws for the regulation of the business of the Company, its officers and servants, or the members of the Company or any section thereof, as are necessary or may become necessary by virtue of the existing legislation, amending legislation or court decisions in so far as such rules relate to the Club’s registration or renewal thereof provided that no bye-law or regulation shall be made under this power which would amount to such an addition to or alteration of these Articles as could only legally be made by special resolution passed and confirmed in accordance with the Act.

# In particular (but not exclusively) the following shall be deemed to be the subject of rules and bye-laws in relation to the Company within the meaning of these Articles.

1. The membership of the Company and the conditions of same.
2. The entrance fees and subscriptions payable by members of the Company and the payment of same.
3. The admission of associate members, honorary members, temporary members and visitors.
4. The termination of membership of the Company.
5. The rights and privileges of members of the Company, and of Life Members, associates, country members, honorary members, temporary members, temporary associates and visitors.
6. The qualification, restrictions and conditions to be attached to members of the Company.
7. Arrangements with any other Associations, clubs, companies or bodies for reciprocal concessions or otherwise.
8. Appointment of Committees of members in connection with the management of the Company and the appointments, removal, qualifications, duties, powers and privileges of such committees.
9. The regulation of the premises of the Company and the payment for the use of same.
10. The suspensions or expulsion of any members of the Company.
11. The times of opening and closing of the premises of the Company.
12. The conduct of the members in relation to each other, and the servants of the Company.
13. The imposition of fines for the breach of any bye -laws and the enforcement of such fines.
14. The procedure at General Meeting of the Company, and of meetings of the Committee.
15. Generally all such other matters as are properly the subject of Rules.
16. The Committee shall adopt such means as it deems sufficient to bring to the notice of the members of the Company all such rules and bye-laws and all amendments, modifications and repeals thereof, and they shall be binding on the members of the Company as long as they shall be in force. Unless otherwise provided by the Committee, such rules and bye-laws, and all amendments, modifications and repeals thereof shall be in force and binding on all members as and form the seventh day after the date on which a copy of same shall be posted on the noticeboard in the Club Premises. The posting of such notice as aforesaid shall be deemed to be notice to every member, and he or she shall be bound by same whether he or she was actually aware of same or not.
17. Any rule or bye-law may be set aside by a General Meeting of the Company, whether Annual or Extraordinary, but this shall not invalidate any prior act of any person which would have been valid if such resolution had not been passed.

# The Committee shall be the sole authority for the interpretation of rules and bye-laws made under the provisions of these Articles, and its decision shall be final and binding on the members of the Company.

# No remuneration shall be payable under any circumstances to any of the member of the Committee in respect of his or her services as Member of the Committee, or on any Sub-Committee to which the Committee may delegate powers under Article 67. The Committee members may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Committee or any committee thereof or General Meetings of the Company or otherwise in connection with the business of the Company.

# The business of the Company shall be managed by the Committee, who may pay all expenses incurred in promoting and maintaining the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as the Company in General Meeting may (by special resolution) give. No such direction given by the Company in General Meeting shall invalidate any prior act of the Committee which would have been valid if that direction had not been given.

# No expenditure other than incidental outlay shall be incurred without prior consideration by the Committee. No financial engagement shall be made or contract entered into without prior submission to and approval by the Committee.

# Without prejudice to Section 40 of the Act, the Committee may delegate any of its powers to such person or persons as they think fit, including Sub-Committees; any such Sub-Committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Committee.

# All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the Committee shall from time to time by resolution determine and for being as at the date of adoption of this Constitution any two of the President, Honorary Treasurer and Honorary Secretary).

# The Company shall cause minutes to be entered in books kept for the purpose:-

1. of all appointments of officers made by the Committee;
2. of the names of the Committee members present at each meeting of the Committee and of any Committee of the Committee members;
3. of all resolutions and proceedings at all meetings of the Company and, of the Committee and of Committees of the Committee members.

# **POWERS OF ATTORNEY**

# The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its Common Seal.

# **DISQUALIFICATION OF COMMITTEE MEMBERS**

# In addition to the circumstances set out in section 148 of the Act, an Officer or other Member of the Committee shall be vacated;

1. if he or she ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009; or
2. if he or she is requested to resign by a meeting of the Committee, and a resolution is passed at such meeting by not less than a two-thirds majority of the members of the Committee present, that he or she do resign.

# **ROTATION OF MEMBERSHIP OF COMMITTEE**

# The members of the Committee, with the exception of the representatives of the Tennis, Squash and Badminton sections of the Club, shall be elected individually by ballot of the ordinary Members present at the Annual General Meeting of the Company and they shall hold office until the next Annual General Meeting, when they shall retire, but shall be eligible for re-election. The nominees of the Tennis, Squash and Badminton Sections of the Club shall be elected by the members only of their respective Committees. In the event of a section failing to nominate its representative the vacancy shall be filled by the Committee. Each section representative shall take up office immediately following the Annual General Meeting of that section and shall continue in office until the next Annual General Meeting.

# The names of candidates for election to the Committee shall be posted on the Club noticeboard together with the names of the proposers and seconders at least 14 days previous to the Annual General Meeting.

# **PROCEEDINGS OF COMMITTEE**

# The members of the Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and may determine the quorum necessary for transaction of business. Until otherwise determined, five Members entitled to vote shall be a quorum. The continuing Members of the Committee may act notwithstanding any vacancy in their body or in the officers of the Company. Questions arising at any meeting shall be decided by a simple majority of votes. In case of equality of votes the Chairperson shall have a second or casting vote. No decision shall be taken at a Meeting of the Committee unless five members at least are present and entitled to vote. In the event of the Chairperson not attending, the members present shall elect a Presiding Officer for the time being. A Committee member may, and the Secretary on the requisition of a Committee member shall, at any time summon a meeting of the Committee. If the Committee so resolves it shall not be necessary to give notice of a Committee meeting to any Committee member who, being resident in the State, is for the time being absent from the State.

# The Committee shall meet at least once in each month or whenever summoned by the Secretary.

# If at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding it, the Committee members present may choose one of their number to be Chairperson of the meeting.

# All acts done by any meeting of the Committee or by a Sub-Committee, or any officer, shall notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of the said officers or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to act.

# A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members of the Committee present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.

# A resolution in writing, signed by all the Committee members for the time being entitled to receive notice of a meeting of the Committee, shall be as valid as if it had been passed at a meeting of the Committee duly convened and held. Any such resolution in writing may consist of several documents in the like form, each signed by one or more of the Committee members and for all purposes shall take effect from the time when it was signed by the last Committee member.

# A meeting of the Committee or of a committee or Sub-Committee established by the Committee may consist of a conference between some or all of the Committee members or, as the case may be, members of the Committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and –

1. a participant or member of the Committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
2. such a meeting shall be deemed to take place –
	* + 1. where the largest group of those participating in the conference is assembled;
			2. if there is no such group, where the Chairperson of the meeting then is;
			3. if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

## **SECRETARY**

# The Secretary shall be elected by ballot of the ordinary Members present at the Annual General Meeting of the Company and shall hold office until the next Annual General Meeting when the Secretary shall retire but be eligible for re-election.

# A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Committee member and the Secretary shall not be satisfied by its being done by or to the same person acting both as Committee member and as, or in place of, the Secretary.

1. The Company may at any time, appoint a temporary substitute for the Secretary or nominate any member or members of the Committee to act as such.
2. all the powers and duties of the Secretary under these Articles or under any statute may be performed either by the Secretary or by a person duly appointed as a substitute for him or her and these Articles and the application of the Act, to this Company shall be construed accordingly.

# **SEAL**

# The Company shall have a Common Seal with its name engraven thereon in legible letters. The Committee shall provide for the safe custody of the Seal.

# The Seal shall be used only by the authority of the Committee or of a Committee of Directors authorised by the Committee in that behalf, and every instrument to which the Seal shall be affixed shall be:

1. signed by a Committee member of it or by some other person appointed for the purpose by its Committee or by a foregoing Committee of them; and
2. be countersigned by the Secretary or by a second Committee member of it or by some other person appointed for the purpose by the Committee or by a foregoing Committee of them.

# **ACCOUNTS**

# The Committee shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company’s transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.

# The accounting records shall be kept at the registered office or, subject to Section 283 of the Act, at such other place as the Committee considers fit, and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act.

# The Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to the inspection of its members not being Committee members. No member (not being a Committee member) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Committee or by the Company in General Meeting.

# The Committee shall in accordance with the Act cause to be prepared and to be laid before the Annual General Meeting of the Company the statutory financial statements of the Company, the Directors’ report in relation to it and the statutory Auditor’s report on those financial statements and Directors’ report as are required by the Act to be prepared and laid before the Annual General Meeting of the Company.

# A copy of the statutory financial statements of the Company, the Directors’ report in relation to it and that statutory Auditor’s report on those financial statements and Directors’ report shall, not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

# For the purposes of section 338(5) of the Act, the Company’s members agree that the statutory Financial Statements, Directors’ Report and Auditor’s Report on the Financial Statements and the Directors’ Report may be treated as sent to the members where the members can access the documents through a website and that notification of the matters set out in section 338(c) of the Act may be sent to the members in accordance with section 218 of the Act.

# An account in the name of the Company shall be kept in one of the Irish Banks licensed by the Central Bank into which all monies received from whatever source shall be paid forthwith.

# **AUDIT**

# An Auditor shall be appointed and its duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act. The Company shall, at each Annual General Meeting appoint an Auditor to hold office until the next Annual General Meeting subject to the provisions of section 383 of the Act. The Committee shall fill any casual vacancy in the office of Auditor.

# The Auditor shall make a report to the Ordinary Members on the Accounts examined by the Auditor and a balance sheet shall be signed by and on behalf of the Committee by two of the members thereof, and the Auditor’s Report shall be attached to the balance sheet, or there shall be inserted at the foot of the balance sheet a reference to the report, and the report shall be read before the Company in General Meeting, and shall be open to inspection by an Ordinary Member.

# **NOTICES**

# A notice may be given by the Company to any member either personally or by sending it by post or electronic means (as defined in section 2(1) of the Act) to the member at his or her registered address or email address (or, if not so registered, then to the address or email address of the member last known to the Company).

# A member of the Company who has no registered address in Ireland and who has not supplied to the Company an address within Ireland for the giving of notices to the member, shall not be entitled to receive any notices from the Company.

# **BORROWING POWERS**

# The Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party, so, however, that the amount for the time being remaining undischarged of monies or borrowed or secured by the Committee as aforesaid shall not at any time, without the previous sanction of the Company in General Meeting exceed the sum of €444,400.

# **EXCISABLE LIQUOR**

# No member of the Committee and no manager or servant employed in the Club shall have any personal interest in the sale of excisable liquor therein or in the profits arising from such sale.

# A visitor to the Club shall not be supplied with excisable liquor in the Club premises unless on the invitation and in the company of a member and the member shall upon the admission of such visitor to the Club premises or immediately on being supplied with such liquor to enter his or her name and the name and address of the visitor in a book which shall be kept for the purposes and which shall show the date of each visit.

# No excisable liquor shall be supplied for consumption on the premises save for and during times as are permitted by the Intoxicating Liquor Laws as amended from time to time or in circumstances where it is accompanied by a substantial meal ordered and consumed at the same time and in that part of the premises usually set aside for the supply of means and paid for simultaneously.

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

# **CHILDCARE PROTECTION**

# The Company adopts the Tennis Ireland Child Welfare Protection Policy and Code of Conduct as approved by the Board of Tennis Ireland on 22nd October 2010.

#

Dated this day of 20

Witness to the above signatures: -

Address of the witness