



Terenure College Association Football Club Club Constitution

1. NAME

The Club shall be called Terenure College Association Football Club (hereinafter referred to as “the Club”) and it shall be affiliated to, and be bound by, the rules and regulations of this constitution (including such changes properly made from time to time) and by the rules of the Football Association of Ireland (“FAI”) and the associated league(s) in which the Club’s teams participate.

2. OBJECTS

- i. The Club is community based with an emphasis on participation for all encompassing fair play and participation within the limited resources of the Club at any point in time.
- ii. The object of the Club shall be to arrange football matches and training for each of the playing members of the Club and to undertake such activities as are necessary or desirable in support of that object.
- iii. The Club is committed to encouraging the highest ethical standards. All individuals involved in the Club should conduct themselves with integrity, transparency, accountability and in a fair and equitable manner.

3. RULES AND REGULATIONS

- i. The Club shall have the status of an affiliated member club of the FAI.
- ii. The Club and every member will abide by the FAI’s policies and procedures, codes of conduct and equal opportunities and anti-discrimination policy.

4. MEMBERSHIP

- i. Members of the Committee, Managers, Honorary Life Members and Players, having paid any appropriate membership subscription and/or levy as required by the committee, will be considered members of the Club.
- ii. The Club may at a general meeting require members to contribute to the funds of the Club by way of a special levy.

- iii. All members joining the Club shall be deemed to accept the terms of this constitution and any bye-laws adopted from time to time by the Club and published on the Club's website or otherwise notified to the members. Members will also be required to conduct themselves in accordance with the Club's guidelines and the bye-laws as to discipline set out therein.
- iv. The rights of any member of the Club shall be conditional upon the member complying with the provisions of the constitution and rules of the Club and the FAI code of ethics, including payment of any annual membership fee and levies. Such rights may be withheld, restricted or suspended where a member is in breach of this constitution and the FAI code of ethics.
- v. Any person seeking to join the Club and any minor member who reaches the age of eighteen shall submit an application in writing to the Club Secretary which shall acknowledge receipt of a copy of this constitution and acceptance of its terms with specific reference to the exclusion of liability of officers of the Club contained in paragraph 9(vi). The application of any minor member shall contain a counterpart signed by the minor's legal guardians pursuant to which such legal guardians agree, as consideration for the minor's admission to the Club, that they will procure compliance by the minor with the terms of this constitution.
- vi. Membership is open to all and no application for membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of race, occupation or gender.
- vii. The Secretary shall keep a membership register. In the event of a member's resignation or expulsion, his or her name shall be removed from the membership register.

5. THE COMMITTEE

- i. The Committee shall consist of the following Club officers: Chairperson, Treasurer, Club Secretary, plus up to 4 other members. Each of such officers shall be elected at an Annual General Meeting ("AGM") or within a given year co-opted by the Committee provided said members stand for re-election at the following AGM. All Committee members must be members of the Club.
- ii. Committee members shall hold office from the date of appointment until the next AGM unless removed by resolution passed at a Special General Meeting. One person may hold no more than two positions of Club officer at any time.
- iii. The Committee shall be responsible for the management of all day to day affairs of the Club.
- iv. Subject to paragraph (vi) below, decisions of the Committee shall be made by a simple majority of those attending the meeting. The Chairperson of the meeting shall have a casting vote in the event of a tie.

- v. Meetings of the Committee shall be chaired by the Chairperson or, in his absence, an acting chairperson appointed by the Chairperson or failing that elected by those Committee members present.
- vi. The quorum for the transaction of business of the Committee shall be five provided that where a decision is taken with regard to any "Material Matter" (being a matter pertaining litigation, expenditure and disciplinary matters) at any meeting of the Committee at which not all Committee members were present no action shall be taken on foot of that decision if any Committee member requests that the decision regarding the Material Matter be ratified by a subsequent meeting of the Committee. Following any such request a meeting of the Committee shall be called of which all Committee members are given 7 days notice and at such subsequent Committee meeting a decision on the relevant Material Matter shall require at least a 75% majority of those present. If the relevant Material Matter cannot be resolved at such subsequent meeting then a further Committee meeting will be called of which all Committee members are given 7 days notice, and at such subsequent Committee meeting a decision regarding the relevant Material Matter shall require a simple majority of those present.
- vii. Decisions of the Committee meetings shall be entered into the minute book of the Club to be maintained by the Club Secretary.
- viii. Any member of the Committee may call a meeting of the Committee by giving not less than 7 days notice to all members of the Committee. The Committee shall hold not less than four meetings a year.
- ix. An outgoing member of the Committee may be re-elected. Any vacancy on the Committee which arises between AGMs shall be filled by a member proposed by one and seconded by another of the remaining Committee members and approved by a simple majority of the remaining Committee members.
- x. The Committee may appoint sub-committees for such Club activities as it shall deem appropriate.
- xi. The Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club (rules such decisions to be binding on the members), including but not limited to dealing with complaints received by and about members of the Club and in accordance with the Club complaints policy as published on the Club website.

6. GENERAL MEETINGS

- i. The Club shall hold an AGM in each calendar year which will:
 - Approve the minutes of the previous year's AGM
 - Receive reports from the Chairperson and Secretary

- Receive a report from the Treasurer and approve the annual accounts
 - Elect the Committee
 - Appoint a person to be responsible for certifying the Club's annual accounts
 - Vote on changes to this constitution
 - Review and vote on any proposed bye-laws
 - Appoint any custodians to hold any assets or property of the Club
 - Deal with other relevant business
- ii. Nominations for election (or as the case may be re-election) of members as Club Officers shall be made in writing by the proposer and seconder, both of whom must be existing members of the Club, to the Club Secretary not less than 21 days before the AGM. Any member may propose a resolution at an AGM and notice of such resolution shall be given in writing to the Club Secretary not less than 21 days before the meeting.
- iii. A Special General Meeting ("SGM") may be called at any time by a majority of the Committee. 25% of the Club members may also call such a meeting. An SGM must take place within 21 days of the Secretary receiving notice of the request. Business at an SGM may be any business that may be transacted at an AGM or proposed by the parties calling the SGM.
- iv. The Secretary shall send to each member, at his or her last known postal or email address, notice of the date of an AGM or SGM, together with details of any the resolutions to be proposed or matters to be approved, at least 14 days before the meeting.
- v. The quorum for a General Meeting shall be 20 members.
- vi. The Chairperson or, in his absence, a Committee member nominated by him or failing that a member selected by the Committee, shall take the chair. All attending members shall have one vote, the vote of a minor to be cast by a guardian or parent. Resolutions shall be passed by a simple majority. In the event of an equality of votes the Chairperson of the meeting shall have a casting vote.
- vii. The Club Secretary or, in his absence, a member selected by the Committee, shall enter minutes of General Meetings into the minute book of the Club.
- viii. Voting shall be by a show of hands followed by ballot if deemed necessary by the Chairperson of the meeting

7. FINANCE AND ACCOUNTS

- i. The financial year shall run from 1st July to 30th June each year.
- ii. The Treasurer shall be responsible for the preparation of the annual accounts of the Club.
- iii. The accounts shall be certified by an appropriate independent person elected annually at the AGM.
- iv. A bank account shall be maintained in the name of the Club (the "Club Account"). Designated account signatories shall be the Club Treasurer and two other Committee members nominated by the Committee. No sum shall be drawn from the Club Account except by cheque signed by two of the three designated signatories. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account.
- v. The income, property and assets of the Club shall be applied only in furtherance of the objectives of the Club.
- vi. The Club Committee shall have power to authorise the payment of remuneration and expenses to any member of the Club and to any other person or persons for services rendered to the Club.
- vii. The income, property and assets of the Club, other than the Club Account, shall be vested in not less than two and no more than four custodians, one of whom shall be the Treasurer (the "Custodians"), who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the minute book shall be conclusive evidence of such a decision.
- viii. The Custodians shall be appointed by the Club at an AGM or SGM and shall hold office until death or resignation unless removed by a resolution passed at an AGM or SGM.
- ix. On their removal or resignation a Custodian shall execute a conveyance in such form as may be required by the Committee to a newly elected Custodian or the existing Custodians as directed by the Club Committee. On the death of a Custodian, any income, property or assets of the Club vested in them shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, an SGM shall be convened as soon as possible to appoint another Custodian.

8. CLUB TEAMS

At its first meeting following each AGM, the Committee shall appoint two Club members to be responsible for each of the Club's football teams. The appointed members shall be responsible for managing the affairs of the relevant team.

9. INDEMNITY AND EXCLUSION OF LIABILITY

- i. Subject to paragraphs (ii) and (iii) below, every officer or former officer of the Committee, every Custodian or former Custodian and every other official or team manager or former official or team manager appointed by the Committee or the Club (each an "Officer") shall be entitled to be indemnified, to the greatest extent permitted by law, out of the assets of the Club against any and all losses, liability, expenses or legal claims which he or she may sustain or incur in or in connection with the execution of his or her office or, as the case may be, his or her role as a team manager (whether negligently or otherwise).
- ii. Notwithstanding the foregoing paragraph (i), an Officer shall not be entitled to be indemnified out of the assets of the Club against any losses, liability, expenses or legal claims which arise from any fraud or criminal conduct on the part of such Officer.
- iii. If the indemnity provided in paragraph (i) above shall be adjudged by any court or regulatory authority or agency of competent jurisdiction to be void and unenforceable in relation to any matter then such indemnity shall nevertheless apply, and the members shall procure (by amendment of this constitution or otherwise) that such indemnity shall apply, to the greatest extent permitted by relevant law with such modifications or provisos as may be necessary to ensure its validity.
- iv. Where any Officer suffers loss and has an enforceable unconditional right to payment by way of indemnification under paragraph (i) above (an "Indemnity Claim") and any other member has a right to receive payment on any other basis or has another unsecured claim over the assets of the Club (a "Members Claim"), the assets of the Club shall be applied (and each member of the Club (or any other person holding assets of the Club as trustees for and on behalf of the members) shall procure that such assets are applied) in satisfying such Indemnity Claim in priority to any Members Claim.
- v. Notwithstanding paragraphs (i) to (iv) above the Club shall maintain in force directors' and officers' liability insurance and general liability insurance from recognised insurers with policy limits appropriate to the scope and scale of its operations and shall furnish a copy of such policies to each Officer on request.
- vi. To the greatest extent permitted by law, no Officer shall in any way be liable to the Club or to any member for any loss, damage or misfortune, which may happen to or be incurred by the Club or any member (howsoever caused) arising from the execution of the duties of his or her office, or as the case may be, his or her role as team manager (whether negligently or otherwise) other than in circumstances where such Officer is guilty of fraud or criminal conduct.

10. DATA PROTECTION

All members consent to the Club obtaining, recording, holding and retaining their personal data (including sensitive personal data) solely for Club purposes, either on its computer or manual filing system. Furthermore all members consent to the use of all such data, including its disclosure to third parties, for the proper and effective management of the Club.

11. BINDING NATURE

The regulations contained herein shall comprise binding and legally enforceable obligations on the members and, where appropriate, their successors and personal representatives.

12. DISSOLUTION

- i. The Club is a non-profit making organisation. All profits and surpluses will be used to maintain or improve or develop the Club's facilities or to carry out the objects of the FAI (or any successor football organisation) to which it is affiliated. No profit or surplus will be distributed other than to another non-profit making body on a winding-up or dissolution of the Club.
- ii. If, upon the winding up or dissolution of the Club, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be transferred to some other organisation or organisations having similar objects to the Club, such organisation or organisations to be determined by the members of the Club by resolution passed at an AGM or SGM or in the absence of such a resolution (or that the extent to which it cannot be given effect) to the FAI (or any successor football association).