



# **Esker Celtic**

## **Constitution & Rules of Association**



### **1. Name of Club**

The club shall be named **Esker Celtic Football Club**.

### **2. Club Colours**

The colours of Esker Celtic Football Club shall be Blue/White jerseys, blue shorts and blue socks. The alternative colour's will be Blue/Red jerseys with Blue Socks and Blue Shorts.

### **3. Club Formation**

- 3.1 The legal status of the club is that of an unincorporated sporting club, which is a club formed by a group of individuals coming together for the objects set out in this Constitution.

### **4. Objects**

- 4.1 The main object of the club is to promote, foster and develop the game of association football, to promote competitive football for its playing membership and to undertake such activities as are necessary to support the achievement of the objective.

### **5. Rules and Regulations**

- 5.1 The club has the status of an affiliated member club of the Football Association of Ireland (hereinafter called the "FAI")
- 5.2 The club shall be a member of the Dublin and District School Boys League and such other league/s as may be determined by the Management Committee from time to time.
- 5.3 The club shall abide by the FAI's rules policies and codes of conduct. The club will also abide by rules and regulations of the league(s) it is affiliated to.

### **6. Membership**

- 6.1 There shall be three classes of membership
- a) Full membership - open to all those aged 18 years and over who either:
- a. volunteer in the Club either on the Management Committee or as coaches or managers, or

- b. are a parent of a youth member (one parent per youth member is entitled to full membership) or
    - c. have been a playing with the club for over 10 months.
  - b) Youth membership, open to those aged under 18 years and who are registered players of the club
  - c) Honorary life membership which shall be granted by the Management Committee to those who have rendered exceptional service to the club. Such members shall not number more than 10 at any one time and shall be entitled to attend and vote at general meetings of the club.
- 6.2 All those seeking admission to membership shall complete the online registration form and submit it together with the appropriate membership fee.
- 6.3 The power to admit an individual to membership and to terminate membership shall lie with the Management Committee whose decision shall be final and binding. The club may accept or reject an application for membership whether or not the applicant has complied with the requirements of membership. The Club shall not be required or compelled to provide any reason for such acceptance or rejection. Where the Club rejects an application, it shall refund any fees.
- 6.4 Once admitted **to** membership details are entered onto the clubs member register which should be maintained by the Secretary.
- 6.5 Registered members shall automatically continue as members from year to year on payment of the requisite annual membership fee until such time as:
- a) They resign from the club
  - b) Their membership is terminated by the Management Committee.
- 6.6 Membership shall run from 1st August to 31<sup>st</sup> July each year other than in respect of a new member whose membership in the year of joining shall run from the date of joining until the following 31st of July.
- 6.7 All full members shall be eligible to be elected to the club's Management Committee and should have the right to attend and vote at all General Meetings of the club.
- 6.8 Youth members shall not be eligible to be elected to any office in the club or to attend or vote at general meetings of the club.
- 6.9 It is a requirement of membership that all Members accept and adhere to all rules, regulations, codes, directives and decisions of the Management Committee and its sub-committees, the Leagues which the clubs teams are registered with and their respective divisional associations and the Football Association of Ireland at all times.
- 6.10 The club is committed to conducting its activities in a sporting, dignified and responsible manner and will require all its members to conduct themselves with integrity, transparency and accountability

### **Membership Fees**

- 6.11 Annual membership fees shall be as set by the Management Committee
- 6.12 Membership fees shall fall due on August 1st every year or such other date as directed by the Management Committee. Membership fees may be paid in monthly instalments. If paid in this way all fees must be paid by the 31<sup>st</sup> December in the year they are first due.
- 6.13 Failure to pay the membership fee within 2 months of it falling due shall result in a persons membership being withdrawn and they shall not be entitled to participate in any further activities of the Club until such time as authorised by the Management Committee.

### **Obligations of Members**

- 6.14 Members acknowledge and agree that: They are bound by this Constitution and the Regulations and Code of Conduct.
- 6.15 They shall comply with and observe this Constitution, the rules of the Club, Codes of Practice and any determination, resolution or policy which may be made or passed by the Management Committee.

## **7. Senior Team**

- 7.1 The club may have Senior Team(s) who are members of the Club and are entitled to use the club facilities provided that they don't impinge on matches of the underage section.
- 7.2 All funding for the Senior Team(s) will be self-generated and under no circumstances will money be transferred from the underage section to fund or part fund the running of the Senior Team(s).
- 7.3 The Management Committee may at any time request representatives of the Senior Team(s) to provide a report on the progress of the team and any difficulties or issues that arise.
- 7.4 The Senior Team(s) will obtain its own insurance as deemed appropriate for this level of sport.
- 7.5 The Senior Team(s) is subject to this constitution and any rules, regulations or codes as advised by the Management Committee.

## **8. Management Committee**

- 8.1 The management and administration of the club shall be vested in a Management Committee as hereinafter provided.
- 8.2 The Management Committee shall have a minimum of 7 members and a maximum of 11 members.
- 8.3 The Management Committee shall be elected by the members at a General Meeting.

8.4 The Officers of the Club, who shall be chosen from the amongst the elected members of the Management Committee after the AGM shall consist of:

- The Chairperson,
- The Vice Chairperson,
- The Treasurer,
- The Secretary,
- The Child Protection Officer(CPO)

The remaining members of the Management Committee shall be ordinary members who may be assigned specific roles by the Management Committee.

8.5 The Management Committee shall have the power to appoint any person to fill a casual vacancy arising on the Management Committee. Any person so appointed shall hold office from the date of such appointment until the conclusion of the next AGM after his/her appointment.

8.6 The term of office for each member of the Management Committee shall be for a period of 2 years with an option to be re-elected for three further terms after which a member must take a break for at least one term before being eligible to be re-elected.

8.7 In advance of each AGM at which an election is to take place the Management Committee shall discuss what skillsets are required on the Management Committee in order to achieve its strategic goals and shall make the skillset requirements known to the members.

## **9. Powers of the Management Committee**

9.1 The business of the Club shall be managed by the Management Committee. The Management Committee may approve the payment of all expenses incurred in operating, promoting and registering the Club and exercise all such powers of the Club as are not by this Constitution required to be exercised by the Club in General Meeting. No direction given by the Club in General Meeting shall invalidate any prior act of the Management Committee which would have been valid if that direction had not been given.

9.2 The Management Committee shall have the power to direct the Trustees in dealing with the property (if any) of the Club.

9.3 The Management Committee shall have the power to appoint sub-committees to assist with the work of the Club. Each Sub-Committee shall have a written terms of reference setting out the membership and objectives of the Sub-Committee.

## **10. Proceedings of the Management Committee**

10.1 The Management Committee shall meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit provided that they shall meet at least 8 times in any 1 (one) calendar year.

- 10.2 The Management Committee may meet in person, virtually or by way of a combination of both in person and virtually as determined by the Chairperson in his/her sole discretion, provided that all Members are able to either 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. Any member of the Management Committee so participating in such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum. Accordingly, where a member of the Management Committee is unable to speak or be heard by the other members during a meeting being held by a conference or other telecommunication facility, but where a quorum is present without counting such member, the meeting may proceed to consider the business of the meeting.
- 10.3 The Management Committee can invite guests, being Members or non-Members, to attend their Meetings as they see fit. Such guests shall not have voting rights at such meetings.
- 10.4 At all meetings of the Management Committee, the Chairperson or in their absence, the Vice-Chair or in their absence a member selected by the Management Committee shall act as Chairperson.
- 10.5 Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the Chairperson shall have and shall exercise a second or casting vote.
- 10.6 The Secretary shall, on receipt of a requisition signed by at least 3 Management Committee members, summon a meeting of the Management Committee to be held.
- 10.7 The quorum necessary for the transaction of the business of the Management Committee shall be half the membership of the Management Committee plus one.
- 10.8 No person can hold more than one office at a time.

## **11. General Meetings**

- 11.1 General meetings of the club are the Annual General Meeting (AGM) or a Special General Meeting (SGM).
- 11.2 The club shall hold an AGM each year.
- 11.3 Notice of any resolution to be proposed at the AGM should be submitted in writing to the secretary not later than 14 days before the meeting.
- 11.4 The secretary shall send notice of a General Meeting to each Full Member by electronic means to the e-mail given by the Member.
- 11.5 An SGM may be called at any time by the majority of the Management Committee or by at least 7 Full Members provided such request is forwarded to the secretary in writing and specifies the nature of the business to be transacted at the SGM.

- 11.6 On receipt of a request as set out at 10.5 above the Secretary shall arrange an SGM for a date not later than 21 days following receipt by him or her of said request.
- 11.7 Each Full Member present at a General Meeting shall have one vote and resolutions should be passed by a simple majority. In the event of an equality of votes the Chairperson shall have a second or casting vote.
- 11.8 The following business shall be on the Agenda at the AGM
- Approve Minutes of the previous AGM
  - Financial statements to be presented by the Treasurer
  - Appointment of person to provide certified accounts
  - Election of members of the Management Committee
  - Discussing motions of which prior notice has been given
  - Any other business
- 11.9 Twelve Full Members or Honorary Life Members entitled to vote shall constitute a quorum at any General Meeting of the club.
- 11.10 In the event of a quorum not being present within 30 minutes of the time set for the meeting in question, the meeting shall be deferred to another time and place not later than 21 days from the date of the first meeting. The number of members present at the deferred meeting shall, notwithstanding article 10.9 above be deemed to constitute a quorum.

## **12. Disciplinary Committee**

- 12.1 The club shall appoint a Disciplinary Committee from time to time as necessary to investigate alleged breaches of club discipline
- 12.2 A Disciplinary Committee is authorised to determine whether a breach of any rule, regulation, code of conduct or directive of the club has taken place and to determine what sanction if any should be imposed in the event of its finding that such a breach has occurred.
- 12.3 A Disciplinary Committee of the club should be a three person subcommittee and shall include at least one member of the Management Committee.
- 12.4 No member of the Management Committee shall participate in any investigation concerning a matter where there are serious grounds for questioning their impartiality or which may involve a potential or perceived conflict of interest for them.
- 12.5 Disciplinary Committees shall follow and abide by procedures which will be determined by the Management Committee from time to time.

## **13. Appeal Committee**

- 13.1 The club shall appoint an Appeal Committee to hear appeals of any decision of the Disciplinary Committee that is open to appeal in accordance with the Clubs Disciplinary Procedure.

#### **14. Notices**

- 14.1 All notices including notices of decisions, shall be communicated by e-mail.

#### **15. Accounts**

- 15.1 Annual accounts shall be kept and made available to the Revenue Commissioners on request.
- 15.2 The financial year of the club will run from 1<sup>st</sup> January to 31<sup>st</sup> December each year and it is the responsibility of the Management Committee, through the Treasurer, to prepare annual accounts of the club.
- 15.3 The accounts shall be certified by an appropriate independent person elected annually at the AGM.
- 15.4 A bank account or accounts as determined by the Management Committee shall be maintained in the name of the club (the "Club Account"). All funds drawn against the clubs funds shall be approved by the Treasurer and one other nominated office holder, nominated by the Management Committee.
- 15.5 The income, property and assets of the club shall be applied only in furtherance of the objectives of the club.

#### **16. Trustees**

- 16.1 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 3 Trustees and held by them for the use and benefit of the club.
- 16.2 The Trustees shall deal with the club property as directed by the decisions of the Management Committee and entry in the minutes of a Management Committee Meeting shall be conclusive evidence of such decision.
- 16.3 The Trustees shall be appointed by the club at an AGM of the club or at an SGM of the club and shall hold office until death or resignation or until removed by a resolution passed at an AGM or SGM.
- 16.4 On a vacancy occurring a new Trustee should be elected in the same way.
- 16.5 On their removal or resignation, a Trustee shall execute a conveyance in such form as may be required by the Management Committee to a newly elected Trustee.
- 16.6 On the death of a Trustee any income property or assets of the club vested in him or her shall vest automatically in the surviving Trustees. If there is only one surviving Trustee, an SGM shall be convened as soon as possible to appoint another Trustee.
- 16.7 The Trustees shall have the power to let, buy, sell, lease, mortgage or pledge any club property once instructed to do so by the Management Committee.

- 16.8 There shall be no acquisition or disposal of land or buildings without the prior approval of the Members of the club given by way of resolution at an AGM or SGM, called for that purpose at which approval should be passed by simple majority and in the event of equality of votes, the Chairperson shall have a casting vote.
- 16.9 The club shall indemnify and save harmless a Trustee in respect of any loss or out of pocket expenses bona fide incurred by him/her in or about the execution of this trust or these powers.

## **17. Income and property**

- 17.1 The income and property of the club shall be applied solely towards the promotion of the main objects as set forth in this constitution.
- 17.2 No portion of the club'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 club. However, nothing shall prevent any payment in good faith by the club of reasonable and proper remuneration to any member or servant of the club (including any officer) for any non-officer related services rendered to the club including but not limited to repairing club facilities.

## **18.0 Code of Conduct**

- 18.1 The Club shall have at a minimum the following Codes of Conduct which must be complied with by all Members:
- A Code of Conduct for Coaches/Managers
  - A Code of Conduct for Members
  - A Code of Conduct for Players

## **19. Child Welfare**

The Club shall have a Child Welfare and Safeguarding Policy which is applicable to all Members.

## **20. Insurance**

- 20.1 The Management Company shall be responsible for ensuring the real property is properly maintained and managed and insured against damage, fire, theft and malicious intent. Confirmation of insurance will be available to the Trustees on request.
- 20.2 Suitable Public Liability and Property Insurance will be obtained and maintained.

## **21. Exclusion of Liability**

- 21.1 Subject to Articles 20.2 below, every member of the Management Committee, or former member of the Management Committee, every Trustee or former Trustee and every member and former member of a sub committee appointed by the Management Committee hereinafter collectively referred to as the officers shall be entitled to be

indemnified to the greatest extent permitted by law, by the members of the club against any and all losses, liability, expenses or legal claims which he or she may sustain or incur in or in performance of their duties as officers of the club.

- 21.2 Notwithstanding Article 20.1 above the officers should not be entitled to be indemnified by the members 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.
- 21.3 If the indemnity provided in Article 20.1 above shall be adjudged by any court or regulatory authority or agency or of competent jurisdiction to be void and unenforceable in relation to any matter then search 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.
- 21.4 Notwithstanding articles 20.2 & 20.3 above the club shall maintain in force liability insurance for the members and officers of the Management Committee 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 member and officer on request.
- 21.5 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 (whether negligently or otherwise) other than in circumstances where such officers guilty of fraud or criminal conduct full step

## **22. Dissolution**

- 22.1 Resolution to dissolve the club should be carried a majority of at least 75% of members present at a general meeting of the club.
- 22.2 If upon the winding up or dissolution of the club there remains after satisfaction of all debts and liabilities, any property whatsoever, it should not be paid to or distributed among the members of the club. Instead, such property should be given or transferred to some other institution or institutions having main objectives similar to the main objectives of the club. The institution or institutions to which the property is to be given or transferred to shall prohibit the distribution 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 income and property clause hereof. Members of the club shall select the relevant institution or institutions 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 on the terms of the transfer.

## **23. Alterations and Amendments**

- 23.1 No addition, alteration or amendment shall be made to or in the provisions of this constitution for the time being in force unless the same shall have been proposed at a general meeting of the club and adopted with not less than 75% of the members present voting in favour.
- 23.2 No addition, alteration or amendment shall be made to the provisions of the main objective clause, the income and property 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.