



Rockfield Tennis Club

Artane - Beaumont

ROCKFIELD TENNIS CLUB CONSTITUTION AND RULES

This Constitution was adopted at an EGM on February 16th 2022

1. Name

- 1.1** The Name of the Club shall be ROCKFIELD TENNIS CLUB hereinafter referred to as “the Club” which shall be an unincorporated association.

2. Main Object

- 2.1** The main object for which the Club is established (the “Main Object”) is to maintain, manage and develop a tennis club for the benefit of the members of the Club and generally to afford to them all the usual privileges and advantages of what would be expected of a tennis club.

3. Subsidiary Objects

- 3.1** To promote and foster the game of Tennis.
- 3.2** To improve and develop the standard of tennis which shall be played and coached in accordance with the rules laid down by Tennis Ireland.
- 3.3** To provide the necessary tennis and social amenities for members.
- 3.4** To provide a tennis amenity that is accessible by the community.
- 3.5** To administer and employ the funds of the club and to generate a culture of volunteering among members in such a manner as shall be deemed best to achieve the Main Objective together with objectives 3.1 to 3.4 on behalf of the members.
- 3.6** The Committee and Members of the Club are fully committed to safeguarding the well-being of children and at all times, show respect and understanding for their rights, safety and welfare, and conduct themselves in a way that reflects the guidelines contained in the Code of Ethics and Good Practice for Children's Sport and the Children First guidelines and legislation.

4. Powers

- 4.1** The Club shall 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:
- i. To solicit and procure 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.

- ii. To make an application on behalf of the Club to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- iii. To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of and to develop and deal with all or any part of the property of the Club.
- iv. To borrow and raise money in such manner as may be considered expedient, and for the purpose of securing any debt or other obligation of the Club to mortgage or charge all or any part of the property of the Club, present or future as agreed by a general meeting of the Club.
- v. To invest any moneys of the Club not immediately required for the use in connection with its Main Object and to place any such moneys on deposit; prior permission to be obtained from the Revenue Commissioners where the Club intends to accumulate funds over a period in excess of two years for any purposes.
- vi. To open one or more bank accounts and 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.
- vii. To employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
- viii. Subject to vii. if the Club employs staff to grant pensions, gratuities or allowances to any person who may have served the Club as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities or allowances 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 Club and the beneficiary of the pensions, gratuities or allowances, or their spouse or parent, has been a member of the pension scheme while employed by the Club; 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 Club.
- ix. To insure any or all of the Officers 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 and Committee or sub- committee member.
- x. To insure the Club property including all equipment owned by the club.
- xi. To insure the Club for public liability in the event of any incidents that may incur on the courts or on the premises.
- xii. To enter into any arrangements with any government or authority supreme, municipal, local or otherwise, that may seem conducive to the Main and subsidiary Objects and to obtain from any such government or authority any rights, privileges and concessions which the Club may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- xiii. To do all such other lawful things as the Club may think incidental and conducive to the foregoing Main Object.

5. Income and Property

- 5.1** The income and property of the Club shall be applied solely towards the promotion of the main object(s) as set forth in this Constitution. 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.
- 5.2** No person, whether a member or not, who receives any income because of their association with the Club shall be appointed to any committee or hold any position in the Club. However, nothing shall prevent:
- i. any payment in good faith by the Club of reasonable and proper remuneration to any member or servant of the Club for any services rendered to the Club; or
 - ii. any payment in good faith by the Club of reasonable and proper out-of-pocket expenses - as set out in club policy - incurred by any officer in connection with their attendance to any matter affecting the Club; or
 - iii. a person who receives any income from attending meetings of the Committee or any sub-committee as required in their contract with the Club or on the request of the Committee.

6. Winding Up

- 6.1** All attempts will be made to ensure the viable operation of the Club however, in the event that it is no longer possible to sustain the Club, a motion for the dissolution of the Club must be presented to the members at a General Meeting.
- 6.2** At any such Meeting the majority in favour of dissolution must be two-thirds of those present and eligible to vote.
- 6.3** Consequent upon confirmation of dissolution the Committee shall proceed to wind up the Club in an appropriate manner.
- 6.4** If upon the winding up or dissolution of the Club there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Club. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Club. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution 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 5 hereof. Members of the Club shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

7. Additions, alterations or amendments to Main Object

- 7.1** No addition, alteration or amendment shall be made to the provisions of the main object 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.

8. Keeping of Accounts

- 8.1** i. Annual Accounts shall be kept and made available to the Revenue Commissioners on request.
- ii. Where the gross annual income exceeds €250,000 the accounts will be audited.

9. Membership

9.1 Membership of the Club is not transferable and shall cease:- (a) on the member's death or bankruptcy; (b) if the member resigns by serving notice in writing to the Committee; or (c) where a former member has not renewed their membership subscription within the time-frame set out in the relevant Club policy.

9.2 Definitions:

- i. "Full member" means any person who is 24 years or older and whose name is for the time being entered in the register of full members of the Club;
- ii. "Young adult member" means any person who is aged 18 to 23 years of age and whose name is for the time being entered in the register of young adult members of the Club;
- iii. "Junior member" means any person who is under 18 years of age and whose name is for the time being entered in the register of junior members of the Club;
- iv. 'Family member' means a single membership taken out by a family unit consisting of a maximum of two full members and a maximum of four junior members and whose names have been entered in the register of members of the Club.

9.3 Members of the Club shall be of 3 classes, namely, full members, young adult members and junior members and membership is non-transferrable.

- i. Full members and young adult member shall have the right to attend and vote at all general meetings of the Club and shall be eligible, subject to 5.2, for election as a Committee member.
- ii. A junior member shall not have any right to vote, nominate or attend at general meetings of the Club or be eligible to any committee in the Club provided however that a delegation from the junior members may, at the option of the Committee, be invited to attend any meeting of the Club.
- iii. Full members included in a family membership will be entitled to attend and vote at all general meetings of the club and shall be eligible for election as a Committee member.

9.4 Every person wishing to become a member of the Club shall apply for membership of the Club on the form provided by the Club which shall include an undertaking to conform to and observe the Constitution, rules, by-laws, policies, procedures, standards and codes of practice and such other regulations as may be prescribed by the Club from time to time.

9.5 Every application for membership shall be signed by the applicant and accompanied by the relevant subscription. For junior members this needs to be countersigned by a parent or guardian.

9.6 Changes to the membership subscriptions will be proposed in a motion to be voted on at an Annual General Meeting.

9.7 Any other class of membership and related subscription and fees approved by the Committee, may include provision for payment by other categories of temporary membership who shall have no voting, attendance or Committee membership rights.

9.8 All subscriptions are payable in advance and annual subscriptions become due on the date agreed by the Committee from time to time.

9.9 Subject to the express provisions of this constitution and to any by-laws for the time being in force made by the Committee, all paid-up members of the Club shall be entitled at all times to use in common all the premises and property of the Club.

10. Pay and Play Facility

10.1 The Club will operate a Pay and Play facility to non-members in accordance with the rules of the Club's licence.

10.2 Pay and Play players are required to adhere to the Club's policies and procedures.

11. General Meetings

11.1 An Annual General Meeting (AGM) of the Club shall be held no later than the end of April in each calendar year.

11.2 The business of the meeting shall include:

- i.** Minutes of the previous meeting
- ii.** Chairperson's Report
- iii.** Secretary's Report
- iv.** Treasurer's Report
- v.** Sub-Committee Reports
- vi.** Election of Committee members
- vii.** Motions

11.3 The Committee may, whenever it thinks fit, convene an Extraordinary General Meeting (EGM). The Committee shall, upon receipt of a requisition in writing and signed by not less than twenty-five full and/or young adult members of the club convene an Extraordinary General Meeting. Any requisition shall set out the object of the meeting proposed to be called and an EGM shall only deal with this business.

11.4 All General Meetings shall be called with at least twenty-one days' notice.

11.5 The manner of notification shall be:

- i.** By email to a member's e-mail address as provided to the club; and
- ii.** By publishing on the club noticeboard; and
- iii.** By publishing on the club's digital platforms.

- 11.6** 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 that Meeting providing proof of notification as set out in 11.5 is available.
- 11.7** At any Annual General Meeting 10% of the current paid up full and/or young adult members shall form a quorum.
- 11.8** Only current paid-up members present at the Annual General Meeting may exercise a vote in respect of any motions or nominations. The word 'present' shall include members admitted to a virtual AGM should this be necessary in the context of government advice.
- 11.9** All motions shall require a simple majority vote from the floor.
- 11.10** The text of motions to be proposed, and nominations for positions to be filled at a General Meeting shall be submitted in writing to the Secretary not less than 14 days prior to the date of a General Meeting and such motions and nominations shall bear the signature of 'Proposer' and 'Seconder' thereto who shall be full or young adult members of the Club and in the case of nomination for a position on the Committee shall include the information set out at 13.11.
- 11.11** All documentation to be considered at the any General Meeting must be notified to the members no later than 7 days in advance.
- 11.12** If within 30 minutes from the time appointed for the meeting a quorum of voting members is not present, the meeting shall be dissolved and will be reconvened within 14 days of the date at which stage those present within fifteen minutes of the scheduled start time shall constitute a quorum.

12. Votes of Members at General Meetings

- 12.1** General meetings shall be run in accordance with standing orders.
- 12.2** Voting shall be in person. Electronic voting is deemed to be valid where the meeting is held remotely.
- 12.3** Where there is an equality of votes the Chairperson of the General Meeting shall be entitled to and shall exercise a second or casting vote.

13. The Committee

- 13.1** The management and control of the affairs of the Club shall be assigned to the Committee.
- 13.2** The Committee of the Club will consist of the following positions:

- i. President/Chairperson
- ii. Club Captain
- iii. Secretary
- iv. Treasurer
- v. Membership Officer
- vi. Facilities Officer
- vii. Communications Officer

viii. IT Officer

13.3 One of the above will also be assigned the responsibility of Designated Liaison Person.

13.4 The roles and responsibilities of these Officers together with others who undertake key roles but who are not members of the Committee are outlined in the Officers Roles and Responsibilities Policy of the Club.

13.5 The President, or in their absence another member elected by the Committee for that meeting only, shall be the Chairperson of the Committee.

13.6 Members of the Committee will be elected at Club AGMs to three-year terms. After any individual has served for one term they may seek to be elected to the Committee for a maximum of two further three-year terms, either consecutively or cumulatively in their lifetime, provided that no individual may hold two positions at the same time and not serve more than three years in any one position.

13.7 At the first two AGMs after the election of the Committee under this Constitution one-third of the members will resign at these AGMs as in the schedule set out in temporary Appendix 1 to this Constitution.

13.8 The Committee shall have the power to co-opt a person to fill any vacancy on the Committee between AGMs. A co-optee shall initially serve for the remaining period of the term of the person they replace and shall be eligible subsequently to serve for a maximum of two further three-year terms either consecutively or cumulatively in their lifetime.

13.9 The Committee may appoint up to two other (independent) members to expand the capacity and skill base of the Committee. Independent members, who shall not have held any form of membership of the Club prior to their becoming members of the Committee, shall be full voting members of the Committee and shall be appointed for a three-year term. On the recommendation of the elected members of the Committee independent members may be appointed for a second three-year term by a General Meeting of the Club.

13.10 Nominations by members for membership of the Committee, shall be made in writing on the standard form and shall be forwarded to the Secretary no later than 14 days prior to the date of the Annual General Meeting with a declaration that the nominee has consented to his/her name being submitted and of his/her willingness to serve.

13.11 All nominations will contain a proposer and seconder, stating the specific role the candidate is applying for. A personal biography of experience and contribution to the Club of a maximum of 250 words must be included with each nomination. Information on nominations shall be made available to members in line with Articles 11.5 and 11.11 above.

13.12 The Committee shall meet together for the undertaking of business and may adjourn and otherwise regulate their meetings in accordance with standing orders.

13.13 All matters not agreed upon by consensus by the Committee shall be decided by the votes of the majority and where the votes are divided equally the Chairperson of the meeting shall have a second or casting vote.

13.14 The Committee shall meet at least eight times annually and at any other such times as may be necessary. This may be in person or by any other means deemed appropriate by the Committee.

- 13.15** A quorum for the Committee shall be at least 50% of the Committee (rounded up if necessary), however this shall never be less than five members.
- 13.16** The Committee may by resolution, of at least 75% of the Committee members, of which 28 days' notice has been given, remove any member of the Committee before the expiration of his or her period of office.
- 13.17** The Committee may from time to time adopt policies and procedures for the good management, control and conduct of the club provided that they are not inconsistent with this Constitution.
- 13.18** The Committee may delegate any of their powers to sub-committees consisting of such member or members of the Committee and such other persons as they think fit, and any sub-committee so formed shall be bound by the Terms of Reference set by the Committee from time to time.
- 13.19** The office of committee or sub-committee member shall be vacated if the member:
- i. receives any income because of their association with the Club other than allowed for in 5.2 i. ii. and iii.
 - ii. is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement composition with his or her creditors generally;
 - iii. becomes of unsound mind:
 - iv. resigns his or her office by notice in writing to the Club in accordance with this Constitution:
 - v. is convicted of an indictable offence unless the Committee otherwise determines; or
 - vi. is directly or indirectly interested in any contract with the Club and fails to declare the nature of his or her interest in the manner required by the conflict-of-interest policy of the Club.
- 13.20** Membership of the Committee or any Sub-Committee or any other role defined by the Committee shall be subject to Garda vetting clearance. This must be submitted to the secretary within 2 weeks of being appointed/elected. Failure to provide the documentation to the Secretary within 2 weeks or failure to have a clean Garda vetted document, will automatically remove a person from the committee, sub-committee or other role to which they were appointed.

14. Sub Committees

- 14.1** The Committee shall establish permanent Sub-Committees to carry out functions and undertake responsibilities assigned to them from time to time by the Committee. The Sub-Committees shall include but not be limited to:
- i. The Tennis and Coaching Sub-Committee - which shall publish all of the related policies, procedures that form part of its Terms of Reference.
- 14.2** The Committee shall nominate between four and eight members including a Chairperson for each Sub-Committee.
- 14.3** Each Sub-Committee shall meet at least six times per annum, shall report to the Committee as

in their Terms of Reference and its Chairperson shall present a written report at the Annual General Meeting of the Club.

14.4The Committee or AGM may establish Working Groups to undertake specific time-bound work on behalf of the Club. The Chair and Membership of all Working Groups will be agreed by the Committee which will set out its Terms of Reference including its reporting requirements. Working Groups shall have between three and five members including a Chairperson.

15. Accounts

15.1The Treasurer on behalf of the committee shall ensure that the club keeps proper books of accounts during the January 1st to December 31st financial year.

15.2 The procedures for finance are covered in the Club's Financial Procedures.

16. Amendments to the Constitution

The Constitution can be changed by a motion passed by two-thirds of those voting at a quorate General Meeting notice having been given in accordance with Article 11.

TEMPORARY APPENDIX 1

Assuming the adoption of this Constitution at the AGM in March 2022 the following will apply to the rotation of Committee members for the subsequent AGMs

- 1 At the AGM of 2023 the IT Officer, the Facilities Officer and the Secretary shall resign and shall then be eligible to serve for a maximum of another two three-year terms either consecutively or cumulatively in their lifetime.
- 2 At the AGM of 2024 the Communications Officer, the Membership Officer and the Treasurer shall resign and shall then be eligible to serve for a maximum of another two three-year terms either consecutively or cumulatively in their lifetime.
- 3 At the AGM of 2025 the President/Chairperson and the Club Captain shall resign and shall then be eligible to serve for a maximum of another two three-year terms either consecutively or cumulatively in their lifetime.