COMPANIES ACT 2014

COMPANY LIMITED BY GAURANTEE NOT HAVING A SHARE CAPITAL

CONSTITUTION

OF

Rosscarbery Rowing Club Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

1. **Name**
   The name of the Company is Rosscarbery Rowing Club Company Limited by Guarantee otherwise known as Rosscarbery Rowing Club and will be affiliated with Rowing Ireland having its registered offices at the Hall, Reenascreena, Rosscarbery, County Cork, P85 VY19

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

3. Main Object
   The main object for which the Company is established (the "Main Object") is to promote the sport of rowing for men, women and juniors and any other related activities thereto. In particular the Company will:
   (a) Offer coaching, competitive and recreational opportunities in Rowing;
   (b) Promote the Company within the local community and the Rowing Community;
   (c) Manage both the Lagoon and Reenascreena Hall training facilities;
   (d) Provide all its objectives in a manner that is fair to everyone;
   (e) Administer and ensure the smooth and efficient operation of Rosscarbery Rowing Club

4. 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:

   4.1. 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 (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.
   4.2. To undertake, accept, execute and administer, without remuneration any charitable trusts.
   4.3. To establish and support or aid the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any

charitable purpose which the Company shall consider calculated to promote its Main Object.

4.4. To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.

4.5. To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.

4.6. To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.

4.7. 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.

4.8. 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 had 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.

4.9. 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.

4.10. 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.

4.11. To cooperate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.

4.12. 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, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

4.13. 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.

4.14. To invest in such ways as shall seem desirable to the Directors 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 two years for any purposes.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. To insure any or all of the Directors 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 functions as charity trustee (as defined in the Charities Act 2009).

4.19. 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.

4.20. 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 or art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards, and donations.

4.21. To maintain, improve, or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.

4.22. 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.

4.23. 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 solely charitable, 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.

4.24. To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.

4.25. To pay all expenses of and incidental to the incorporation and establishment of the Company.

4.26. To carry on alone or in conjunction with others any other trade or business which may in the opinion of the Directors 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.

4.27. To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.

4.28. To establish and maintain links with international and national organisations having similar objectives.

4.29. To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.

4.30. 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

(30. a) 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;

(30.b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.

5. Income and Property

5.1. The income and property of the Company shall be applied solely towards the promotion of Main Object(s) as set forth in this Constitution. No portion of the Companys 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.

5.2. 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:

(2.a) reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;
(2.b) 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;
(2.c) reasonable and proper rent for premises demised and ley by any member of the Company (including any Director) to the Company;
(2.d) reasonable and proper out of pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;

(2.e.) 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.
(2.f) nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act 2009 (as for the time being amended, extended or replaced)

6. **Additions, alterations or amendments**
No addition, alteration or amendments shall be made to the provisions of the 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

7. **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 charitable 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 Clause 5 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 with the agreement of the Charities Regulator. 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 item of transfer.

The management committee shall be responsible for the winding up of the assets and liabilities of the club

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

9. **Limited Liability**
The liability of the members, directors and officers is limited

10. **Communication**
The Company shall ensure an effective communications system is in place, and the club captain and chairman will be administrators of all electronic communications used. All officers and relevant committee members shall be included in all Whats App groups, or other electronic communications for all club activities, including training and team selection.
Local print media should be utilised where possible e.g.; Southern Star etc. All posts on social media streams should be published on both Facebook and Instagram. Both coastal and off shore rowing to get equal representation.

11. **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.a) 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
(1.b) the adjustment of the rights of the contributories amount themselves,
Such amount as may be required, not exceeding €1.

Articles of Association

PRELIMINARY

1. In these Articles, unless there is something in the subject or inconsistent herewith;

   The **"Act"** means the Companies Act 2014

   The **"Company"** means Rosscarbery Rowing Club a company limited by guarantee

   The **"Directors"** means the members for the time being of the board of directors of the Company and "Director" shall be construed accordingly.

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

   The **"Seal"** means the Common Seal 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.

   MEMBERS

2. For the purpose of registration the number of members of the Company is taken to be 13 and will include the following officers who collective are known as the Management Committee of Rosscarbery Rowing Club ("the Management Committee") :
   (i) Honorary President
   (ii) Chairperson
   (iii) Vice Chairperson
   (iv) Secretary
   (v) Assistant Secretary
   (vi) Treasurer
   (vii) Assistant Treasurer
   (viii) PRO
   (ix) Assistant PRO
   (x) Designated Liaison Person
   (xi) Registrar
   (xii) Club Captain
   (xiii) Safety Advisor

   but the Company may from time to time register an increase in members. This club structure is recommended to remain in place going forward and can only be changed at an AGM or EGM.

The members of the Company shall be (i) the subscribers to the Memorandum of Association, (ii) all paid up members and officers of Rosscarbery Rowing Club and (ii) such other persons as the Directors shall from time to time admit to membership and as shall sign a written consent to become a member.

3. RIGHTS OF MEMBERS

Membership of the Company is not transferable and shall cease-

(a) On the members death or bankruptcy;
(b) On membership lapsing due to non-payment of membership fee;
(c) On expulsion from the club;
(d) If the member resigns by serving notice in writing to the Directors of the Company at its registered office.
(e) All members will be subject to the regulations as set out in the within Constitution and by becoming members of Rosscarbery Rowing Club will be deemed to accept these regulations and any codes of practice the Company has adopted. Members will be enrolled in one of the following categories:
    (i) Senior Members – 18 years and above;
    (ii) Junior Members – Under 18 years;
    (iii) Honorary Members – to be named at the beginning of the AGM
(f) Any senior members participating in rowing, coaching or supervision must be garda vetted and have completed all relevant safeguarding courses.
(g) Each Senior Member and officer of the club shall be entitled to one vote on all matters being voted upon at the AGM or at any EGM. A maximum of 2 people from 1 family can be an officer of the club with only 1 vote entitlement.
(h) Parents of paid members can be proposed for any position at the AGM after 1 year and once elected must become a member of the club.
(i) A family member cannot vote for another family member to be elected onto a committee

4. MEMBERSHIP FEES

Membership fees will be set annually and agreed upon by the Management Committee. Annually for Full Membership, covering all aspects of coastal and indoor rowing due on **(insert date)**

Honorary members will not be liable for membership fees but may contribute if they wish.

5. GENERAL MEETINGS

(a) The Company shall hold a general meeting in every calendar year as its annual general meeting ("AGM") such meeting to be held by the 31st October or as close to this date as possible at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual general meeting and that so long as the Company holds its first annual

general meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.

(b) The quorum for the AGM will be 11

(c) Resolutions shall be passed by a simple majority at the AGM

(d) Any motions for the AGM must be submitted to the Secretary two weeks in advance and be included in the agenda;

(e) All general meetings other than the AGM shall be known as extraordinary general meetings.

(f) Directors or any Officer may, whenever they think fit, convene and extraordinary general meeting.

(g) If at any time, there is not sufficient directors capable of acting to form a quorum, any Director of the Company or any member of it may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

(h) The requisition shall state the objects of the meeting and shall be signed by the member requesting the meeting and deposited at the registered offices of the Company and may consist of several documents in like form each signed by one or more members.

(i) If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 2 months after that date (the "requisition date") the member(s) requesting the meeting or any of them representing at least 16 members , may themselves convene a meeting and must give not less than 7 days notice of same

(j) Any matter dealt with within an EGM may not be brought forward for review again for at least 12 months.

(k) For the purposes of Article 10 to 13 the Directors 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 they do not give such notice of it as is required by Section 181 of the Act.

(l) A meeting convened under Article 10 or 12 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.

(m) The chairperson shall preside as chairperson at every general meeting of the Company, or 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 Management Committee present shall elect one of their number to be chairperson of the meeting.

(n) If at any meeting no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.

(o) 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 the adjourned meeting.

(p) NOTICE OF GENERAL MEETINGS

A meeting of the Company other than an adjourned meeting shall be called;

(a) In the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice, such notice to be given by the Secretary;

(b) In the case of any other extraordinary general meeting, by not less than 7 days' notice.

(c) A meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in Article 22 be deemed to have been duly called if it is so agreed by;

- All the members entitled to attend and vote at the meeting; and
- Unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company.

(d) 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.

(e) 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 not the day of the meeting for which it is given shall be counted.

(f) The notice of a meeting shall specify:

  (a) The place, date and time of the meeting;

  (b) The general nature of the business to be transacted at the meeting;

  (c) In the case of a proposed special resolution, the text or substance of that proposed special resolution; and

  (d) With reasonable prominence a statement that;

    (i) A member entitled to attend and vote is entitled to appoint a proxy using the form set out in Section 184 of the Act or where that is allowed, one or more proxies, to attend, speak and vote instead of him or her;

    (ii) A proxy need not be a member;

    (iii) The time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.

(g) 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.

(h) The AGM will receive a report from all the relevant officers of the Management Committee and a statement of the accounts.

(i) Nominations for officers of the Management Committee will be sent to the Secretary 14 days before the AGM

(j) All members are nominated to a position 14 days before the AGM. If no other member is nominated their position is secure. However, if two nominations have gone in for one position that position is put to a vote at the AGM

(k) In the event of two or more people being proposed and seconded for an officer position, a ballot of the members present shall be taken by a show of hands. In the event of a tie, the successful candidate shall be elected by drawing lots.

(l) Any proposal for an alteration or amendment to any Club Rules should be submitted to the Secretary 14 days before the meeting.
(m) Election of Officers and Trustees will occur at the AGM
(n) Parents of paid members can be proposed for any position at the AGM after 1 year and once elected must become a member of the club.
(o) A maximum of 2 people from 1 family can be an Officer of the club with only 1 vote entitlement;

(q) **VOTES OF MEMBERS**

(a) Where a matter is being decided (whether on a show of hands or on a poll) every member present in person and every proxy shall have one vote but so that no individual member shall have more than one vote.
(b) A family member cannot vote for another family member to be elected onto a committee;
(c) All members over 18 years of age can vote at the AGM;
(d) If the majority of members present wish any questions under discussion to be put to the vote, decision will be taken by a show of hands.
(e) 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 chairperson of the meeting whose decision shall be final and conclusive.
(f) Votes may be given either personally or by proxy. 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.

(r) **PROXIES**

(a) A member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her. A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.
(b) The instrument appointing a proxy (the "Instrument of Proxy") shall be in writing -
(c) Under the hand of the appointer or of his or her attorney duly authorised in writing; or
(d) If the appointer is a body corporate either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.
(e) The Instrument of Proxy and the power of attorney or other authority if any under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered offices of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting and shall be deposited not later than the following time:-
(f) 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
(g) In the case of a poll, 48 hours before the time appointed for the taking of the poll.

(h) The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means (email) (as defined in section 2 of the Act) and this Article likewise applies to the depositing of anything else referred to in the preceding Article.

(i) An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit –

Rosscarbery Rowing Club Company limited by Guarantee ("the Company")

[name of member] ("the member") of [address of member] being a member of the Company hereby appoint/s [name & address of proxy] or failing him or her [name and address of alternative proxy] as the proxy of the member to attend, speak and vote for the member on behalf of the member at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:-

Voting instructions to proxy

(Choice to be marked with an "X")

Number or Description of Resolution	In favour	Abstain	Against
1.			
2.			
3.			

Unless otherwise instructed the proxy will vote as he or she thinks fit.

Signature of member: _____

Date: _____

(s) TRUSTEES & PROPERTY OF THE COMPANY

The assets and property of the Company shall be vested in four Trustees and held by them for the benefit and use of the Company.

The Trustees shall be elected by a majority of the members present and voting at a General Meeting. Only members are entitled to be elected as trustees. On a vacancy occurring a new Trustee shall be elected similarly. The Trustee shall hold office for 10 years unless on death or resignation or if removed by Resolution of the General Meeting. The longest serving Trustee shall retire after ten years of service but may offer himself or herself for re-election. Any Trustee who shall cease to be a member shall be deemed to have resigned his or her trusteeship. The Trustees shall deal with such assets and property as directed by a Resolution of a General Meeting of which any entry in the Minute Book by the Chairperson shall be conclusive evidence.

There shall be no acquisition or disposal of land or buildings without prior approval of the Ordinary Members given by way of Resolution at an Annual General Meeting or a General Meeting called for that purpose at which not less than 75% of those present and voting pass such resolution.

The Trustees shall be indemnified by the Company against all liabilities properly incurred by them in the performance of their duties as Trustees of the Club.

The election of Trustees shall be by ballot. No proxies shall be allowed.

(t) OFFICERS

The Company officer structure will include the following who will form the Management Committee of the Company:

(a) Honorary President
(b) Chairperson
(c) Vice Chairperson
(d) Secretary
(e) Assistant Secretary
(f) Treasurer
(g) Assistant Treasurer
(h) PRO
(i) Assistant PRO
(j) Designated Liaison Person
(k) Registrar
(l) Club Captain
(m) Safety Officer

Roles and Responsibilities of Officers:

CHAIRPERSON

Is responsible for running the club and ensuring that each officer performs their duties and helps and facilitates each officer to carry out their respective roles for the orderly running of the club. He/she will:

- Call meetings of the committee/members when required;

- Organise a complaints/disciplinary committee when required;
- Coordinate recruitment of new members;
- Implement motions passed at AGM's

VICE CHAIRPERSON:

Will assist the Chairperson when required and carry out duties of the chairperson in their absence.

SECRETARY

Will deal with all matters of correspondence, notify members of meetings and record minutes of meetings and any other matters or duties relevant to the Secretary.

Carry out any other duties assigned to them at AGM. The will oversee Garda Vetting and ensure an up to date record is kept of all members over 18.

ASSISTANT SECRETARY

Will assist the secretary as and when required.

TREASURER:

Will manage the clubs' finances and organise fundraising and all other income streams and present a detailed report at each AGM. The Treasurer will also oversee fundraising.

ASSISTANT TREASURER

Will assist Treasurer as and when required, this is deemed a critical support role and should be considered as such.

REGISTRAR

Will register all members and coordinate collection of membership.

PRO:

Will publish and promote all club activities, including regatta results and all achievements by club members in local media outlets/newspapers and on social media platforms (Facebook & Instagram). The PRO should manage these platforms.

ASSISTANT PRO

Will assist the PRO as and when required

DESIGNATED LIAISON PERSON (DLP)

Will carry out their duties as outlined in the Young Persons Safegaurding Policy and Young Person Safety Statement and in line with Rowing Ireland's guidelines and other relevant guidelines.

RRC is fully committed to safeguarding the well being of its members . Every individual in the club/company should always show respect and understanding for their rights , safety, and welfare and conduct themselves in a way that reflects the principles of the organisation and the guidelines provided by Rowing Ireland and contained int eh Code of Ethics and Good Practice for Children's Sport.

All members are classified as Mandatory Persona and have a duty of care to share their concerns with the Child Welfare Officer and DLP.

CLUB CAPTAIN

Is generally responsible for all activities on the water, including organising training and training schedules and together with the Committee, recruitment of new and young members and together with vice captains and selectors to select crews for regattas and any other events. These duties should include organising boats, trailers, coxes, and all other equipment required for the orderly running of training and regattas. To coordinate the selection in good time of teams for all events.

A Vice Club Captain for coastal and a vice club captain for offshore will be appointed. These will assist in their respective areas and share the workload with the club captain and will carry out the captain duties in their absence so in the event of the captain being unavailable for training or other events, the assistant captain would fulfil the duties of the captain.

SAFETY ADVISOR

The Safety Officer shall liaise with the Club Captain, Chairperson, vice captains and coordinators

Other members of the club can be appointed as coordinators to assist in the running of the club activities. For example, the Club Coach, Safety advisor and coordinator to organise training sessions.

After the AGM each officers role should be clearly outlined in order that there is no crossover of duties among club officers.

This club structure is recommended to remain in place going forward and can only be changed at the AGM or EGM

TRAINING/TEAM SELECTORS

Training events shall be organised by the club captain and as agreed by the club officers.

RRC shall set up and publish all training events on a closed media platform (currently whats app)

Training rota in so far as practicable should be fixed for the same day/time for each age category (to apply to lagoon, Glandore and Reenascreena)

All parents & rowers are to be informed well in advance of training times and arranged in a manner that minimises waiting times where possible (ideally 20-25 mins) The Captain is to ensure that adequate boats and coxes are available for all training sessions. The committee will discuss, select and arrange training for additional coxes and ensure that adequate coxes are trained and available for all training sessions. Parents of all underage rowers should be actively canvassed to assist at training sessions, it should be highlighted to them that a knowledge of rowing is not necessary for most roles, they should also be informed that for child safeguarding purposes garda vetting will be required and the safeguarding course to be completed.

All rowers should attend training where possible and should be afforded equal training time at training sessions.

It is recommended that beginners/under 12 have a separate night for their training session where possible.

It is recommended that all championship teams are given adequate training time in Glandore before all championship, county and all Ireland regattas.

All underage rowers above this minimum age and all adult rowers should be afforded the opportunity to try offshore rowing subject to satisfactory completion of relevant competency tests, such as ability to swim, capsizing etc.

Offshore rowers, both underage (14 years and above) and adults must continue to make themselves available for coastal training and regattas.

All rowers should be encouraged to participate in indoor training at Reenascreena Hall during the winter season. A training programme will be devised for the purpose of fitness and strength building specific to the age category.

Reenascreena Hall should be utilised for this purpose and a training programme created. At intervals all the rowers should do set pieces, which should be recorded, and feedback given by the coaches to each rower on how they are progressing and what extra training they should be undertaking to improve their overall fitness. These records will be recorded in a logbook and kept in the office.

Where rowers are unable to attend organised training sessions due to injuries/illness or college students or those with work commitments etc, they should as far as possible they should be accommodated by being given access to training facilities outside of scheduled times. Where this is not possible for an adult rower to attend the normal training session it should be arranged with their coach for the rower to train on their own. Still, they will be required to undertake time trials the same as their fellow rowers on the rowing machines to record their progress.

Rowing machines can be used to track the return to fitness of rowers who have suffered from injuries /illnesses.

A five person selection committee consisting of the club captain, vice captain (coastal for coastal and off shore for off shore) training coxes/coaches and other selectors appointed a club officers meeting.

A minimum of 3 selectors to be present for team selection for all regattas and competitions

All rowers available for selection are to be informed of the team prior to the publication of the teams on any social media platform (club whats app) The team and reserve rowers (subs) will be included in the named teams.

A minimum age for participation in off shore training/competition should be set and agreed upon by the members at the AGM.

The selection of teams should be based on the following criteria:

- Performance in the boat/set pieces
- Training attendance
- Attitude towards Coxes
- Coxes recommendations

The use of rowing machines can be used when several athletes are competing for places in a crew and only when decided by the selectors. The following rules should apply when rowing machines are used for this purpose:

- The set pieces must take place on club premises;
- There must be a minimum of 2 team selectors present at the trial;

- All athletes competing for those places must be present at the trial;
- There will be a lottery for machines;
- They will be given exact distances to cover;
- All times shall be recorded, and feedback is given to athletes present and co-selectors;
- A minimum of 48 hours notice will be given to each rower before time trials.

12. DIRECTORS

(a) The number of the Directors shall be not less than three (3) and unless and until determined by the Company in general meeting not more than x (x). The first Directors shall be the persons named in the statement delivered to the Registrar of Companies pursuant to Section 22 of the Act.

(b) No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director, or on any Committee of the Directors to which the Directors may delegate powers under Article 64. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors of any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

(c) The business of the Company shall be managed by the Directors in conjunction with the Management Committee who may pay all expenses incurred in promoting and registering 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 Directors which would have been valid if that direction had not been given.

(d) Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit in particular the Management Committee; any such committee shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

(e) 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 Directors shall from time to time by resolution determine.

(f) The Company shall cause minutes to be entered in books kept for the purpose; -

(a) Of all appointments of officers made by the Directors;

(b) Of the names of the Directors present at each meeting of the Directors an of any Management Committee;

(c) Of all resolutions and proceedings at all meetings of the Company and of the Directors and of the Management Committee;

13. POWER OF ATTORNEY

(a) The Company in conjunction with the Management Committee 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.

14. ROTATION OF DIRECTORS

(a) At the first Annual General Meeting ("AGM") of the Company all the Directors shall retire from office and at the Annual General Meeting in every subsequent year, one third of the Directors for the time being, or if their number is not three or a multiple of three then the number nearest one third shall retire from office.

(b) **The** Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

(c) A retiring Director shall be eligible for re- election.

(d) They Company at a meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default of the Company doing so the retiring Director shall if offering himself for re election be deemed to have been re elected unless (a) at such meeting it is expressly resolved not to fill such vacated office, or (b) a resolution for the re-election of such Director has been put to the meeting and lost.

(e) No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election to the office of Director at any general meeting unless not less than three nor more than twenty one days before the date appointed for the meeting, there has been left at the Company's registered office (a) notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such a person for election, and (b) notice in writing signed by the person concerned of this willingness to be elected.

(f) The Company may from time to time by ordinary resolution increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

(g) The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Director before the expiration of his period of office not withstanding anything in these articles or in any agreement between the Company and such Director's Such removal shall be without prejudice to any claim such director may have for damages for breach of contract of service between him and the Company.

(h) The Company may by ordinary resolution appoint another person in place of a director removed from office under Article 57. Without prejudice to the powers of the Directors under Article 59 The Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

(i) The Directors may at any time appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors of the Company shall not at any time exceed the number, if any , provided for in these Articles. Any Director so appointed shall hold office only until the next annual general meeting and shall then be eligible for re-election.

15. PROCEEDINGS OF DIRECTORS

16. **SECRETARY**

(a) The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

(b) A provision of the Act of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in the place of the Secretary.

17. SEAL

(a) The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf and every instrument to which the seal shall be affixed shall be

(I.a) signed by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; and

(1.b) be countersigned by the Secretary or by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them.

18. ACCOUNTS

(a) The Directors, Treasurer and Management 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.

(b) The accounting records shall be kept at the registered offices or subject to Section 283 of the Act at such other place as the Directors think 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.

(c) The Directors 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 Directors. No member (not being a Director) 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 Directors or by the Company in general meeting.

(d) The Directors shall in accordance with the Act cause to be prepared and be laid before the annual general meeting of the Company the statutory financial statements for the Company, the Directors report in relation to it and the statutory auditors 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.

(e) A copy of the statutory financial statements of the Company the Directors report in relation to it and those statutory auditors report on those financial statements and Directors report

(g) The Directors together with the Management Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decide by a majority of votes. Only members of the Management Committee will have right to vote at Directors Meetings or Management Committee meetings. Each member of the Management Committee shall have one vote. The quorum required for the business to be agreed at Management Committee meetings will be 9.. A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of the Directors. IF the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State. The Directors will give notice of any Directors meeting to the Management Committee.

(h) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be three (3)

(i) If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairperson at the meeting.

(j) The Directors may delegate any of its powers to the Management Committees consisting of such member or members of the Directors and such other persons they think fit and any Committee so formed shall in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors.

(k) The Directors may appoint the chairperson of any Management Committee; if not such chairperson is elected or if at any meeting of a committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.

(l) The Management 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 members of the committee present and when there is an equality of votes, the chairperson shall have a second or casting vote.

(m) All acts done by any meeting of the Directors or by any person acting as a member of the Directors or the Management Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid or that he or any of the Directors was disqualified be as valid as if every such person had been duly appointed.

(n) A meeting of the Directors or of the Management Committee may consist of a conference between some or all of the Directors or as the case may be members of the committee who are not at all-in-one place, but each of whom is able (directly or by means of telephone, video or email communication) to speak to each of the others and to be heard by each of the others and-

(1.a) a director or member of the Management committee taking part in such a conference e 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

(1.b) such a meeting shall be deemed to take place –

(1.a.i) where the largest group of those participating in the conference is assembled;

(1. a. ii) if there is not such group, where the chairperson of the meeting then is;

(1. a. iii) if neither sub paragraph (i) or (ii) applies in such location las the meeting itself decides.

shall not less than twenty on 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.

19. AUDIT

Auditions shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act

20. COMPLAINTS STRUCTURE

All complaints must be made to the Secretary in writing or by email to the clubs email. All complaints must be recorded. If the Secretary cannot resolve the complaint they will submit it to the Chairperson, who will take ti to the Management Committee. The Management Committee will establish a sub- committee to investigate and take appropriate action. Should the complaint relate to a specific person within the club they should be informed and given an opportunity to respond.

The sub-committee shall consist of five members, with a minimum of 3 or 5 (not 4) members present at any hearing. The committee will consist of the chairperson, two club officers (Child Welfare Officers/DLP where underage rowers are involved) and two other club members. Any member with a complaint can confidently make a complaint to any sub- committee member. If a complaint is made against any committee member that member should recuse themselves.

The role of the sub-committee members is to take on board any complaint made by any club member and ensure that complaints are dealt with in line with the clubs complaints policy and communicated back in timely manner.

Where a serious event occurs, the sub-committee after a full hearing may skip to Step Two or Step Three of the Complaints policy and call upon the member to explain. If the member fails to give such an explanation or if the explanation is deemed unsatisfactory the sub-committee may suspend such a member for a definite period from the club facilities until the complaints are dealt with or request such a member to resign.

A list of committee members names will be displayed for members to share their concerns confidently, but the committee members must bring the concerns to the Secretary.

The results of the hearing committee can be as follows:

- No action required
- Action required and sanctions taken should follow a set course of action;
- Verbal warning with instructions to be followed;
- Written warning;
- Suspension from the club for a period;
- Membership withdrawn

All those involved in the complaint shall be informed of the results of the hearing in a timely manner.

All complaints information will be handled sensitively, telling only those who need to know and following any relevant data protection requirements.

21. RULES AND POLICIES

The rules and policies set out herein together with any additional policies adopted by the Management Committee shall be the fundamental laws of the Company. The shall not be altered in any way except by way of resolution at an AGM or General Meeting provided the resolution is carried by the majority of not less than three quarters of those present.

All questions about interpreting rules and policies shall be referred to the management committee whose decision shall be final.

22. NOTICE

(a) **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) Section 218 (5) of the Act shall apply

We the several persons whose names and addresses are subscribed, wish to be formed into the company in pursuance of this constitution

23. AMENDMENTS TO THE CONSTITUION

This Constitution will only be changed through agreement by a majority vote at an AGM or EGM.

[Subscribers' names, addresses and signatures removed for privacy]