

Appendix 3

Club Constitution and Rules

Format No. 1 - Applies to all Clubs - without Licensed Bars

Incorporating Rules 1 to 17 inclusive

Format No. 2(A) - Applies to all Clubs in the 26 Counties which own/operate Licensed Bars.

Incorporating Rules 1 to 17 inclusive, and additionally Rule 18 (as applicable to the 26 Counties).

Format No. 2(B) - Applicable to all Clubs in the 6 Counties which own/operate Licensed Bars.

Incorporating Rules 1 to 17 inclusive with additions to Rules 3 and 5 as specified, and additionally Rule 18 (as applicable to the 6 Counties).

Regulations - Regulations issued to Clubs in the Six Counties and Britain by Central Council.

Format No 1.



1. In these Rules:

“The G.A.A.” means the National Governing Organisation for the preservation and promotion of Gaelic Games and pastimes, known as the Gaelic Athletic Association.

“The Club” means the Club as set out in Rule 2 hereof.

“The Official Guide” means the Official Guide of the G.A.A.

“Executive Committee” means Officers and ordinary Committee Members together.

“Secretary” means the Secretary for the time being, or any person appointed to perform the duties of the Secretary of the Club.

“Real Property” means the property of the Club of an immovable nature, comprising any Playing Pitches, Grounds or Buildings, whether of Leasehold or Freehold tenure, with all Fixtures or Fittings attached thereto and used therewith.

“Personal Property” means the property of the Club of a movable nature, comprising all Playing or Sporting equipment of the Club, as well as all Stock in Trade and Money or other Assets of the Club not already classified as fixtures or fittings on “Real Property”, as heretofore defined.

Words importing the singular number only, include the plural number and vice versa, and words importing the masculine gender only, also include the feminine and vice versa.

NAME

2. The official Name of the Club shall be
AN CUMANN LÚTHCHLEAS GAEL
_____ the English version of which shall be
_____ G.A.A. Club.

OBJECTS

- 3.1 The Objects of the Club shall be the promotion of the aims of the G.A.A., as outlined in the Official Guide.
- 3.2 The Membership, Income and Property of the Club shall be dedicated to and applied solely towards the promotion of these objects.

COLOURS

4. The Club Colours shall be _____

MEMBERSHIP

- 5.1 There shall be four types of Membership of the Club:
 - 5.1.1 FULL MEMBERSHIP may be granted to persons, who having reached the age of eighteen years, subscribe to and undertake to further the aims and objects of the Club and the G.A.A.
 - 5.1.2 YOUTH MEMBERSHIP may be granted to persons, not having reached the age of eighteen years, who subscribe to and undertake to further the aims and objects of the Club and the G.A.A.
 - 5.1.3 HONORARY MEMBERSHIP may be granted to persons, who have reached the age of eighteen years, have rendered exceptional service to the Club or the games or activities of the G.A.A. An Honorary Member shall have the rights of a Full Member, but shall be exempt from paying the Club's Annual Membership Fee.

- 5.1.4 SOCIAL MEMBERSHIP may be granted to persons, who have reached the age of eighteen years, subscribe to and undertake to further the aims and objectives of the Club and the G.A.A., but who do not seek full voting rights and rights to take part in the administrative affairs of the Club or the G.A.A.
- 5.2 Full Members (including Honorary Members) and Youth Members of the Club will also become Members of the G.A.A.
- 5.3 Once granted, Full Membership of the Club and the G.A.A. shall continue for life, unless the member has been expelled or his resignation in writing has been accepted, in accordance with this Constitution and Rules or the Official Guide.
- 5.4 The rights of any member of the Club shall be conditional upon the member complying with the provisions of this Constitution and Rules and the Official Guide, including payment of any annual membership fee and levies.
- 5.5 Such rights may be withheld, restricted or suspended in accordance with this Constitution and Rules and the Official Guide.
- 5.6 Any person seeking admission as a Member of any Class of Membership, other than Honorary, shall complete and sign a prescribed Application Form, which must be returned to the Secretary together with the prescribed fee.
- 5.7 An Application for Full or Social Membership must be on the prescribed form signed by the Applicant and proposed by one Full Member and seconded by another Full Member who are not suspended or disqualified under this Constitution and Rules or the Official Guide.
- 5.8 An Application for Youth Membership must be on the Prescribed Form signed by the Applicant and one of his parents or Guardians, as well as being proposed by one Full Member and seconded by another Full Member, who are not suspended or disqualified under this Constitution and Rules or the Official Guide.

- 5.9 The name and address of such person proposed as a Member, together with the names of those proposing and seconding him, shall be displayed in a conspicuous place in the Club Premises for at least one week before election. An interval of not less than two weeks shall elapse between nomination and election of such Members.
- 5.9.1 Persons shall not be admitted to any of the privileges of Membership until after their election by the procedures stated in this Rule.
- 5.10 If and when the Application for Membership has been accepted by the Executive Committee, the new Member's particulars shall be submitted by the Club Registrar to the Central Council, by the process of Electronic Registration, for Registration and allocation of a personal membership number.
- 5.11.1 The Executive Committee shall have the power to investigate any matter, and to expel, suspend, warn, fine or disqualify Members from Club activities for breach of this Constitution and Rules or the Official Guide or for conduct considered to have discredited or harmed the Club or the G.A.A.
- 5.11.2 Such persons, if Full Members (including Honorary Members) or Youth Members, shall have the right to appeal to the Hearings Committee of the County Committee of the G.A.A., within seven days of being notified of such decision.
- 5.11.3 Unless the offence is brought to the notice of the County Committee of the G.A.A. by the Club, and that body, having considered the merits of the case and having regard to the rights of the player or member, confirms the penalty imposed, the member continues to be a legal member of the Association and is suspended from Club activities only.

SUBSCRIPTIONS

- 6.1 The Annual Subscription to be paid by members of the Club shall be determined by the Executive Committee and ratified at the Annual General Meeting.
- 6.2 The determined Annual Subscription shall be payable on election and thereafter annually, in advance of the date and in the manner decided by the Executive Committee. The date set shall be a date prior to March 31st each year.
- 6.3 The Executive Committee may from time to time prescribe the payment of an Entrance Fee by new or lapsed members in addition to the Annual Subscription above.

EXECUTIVE COMMITTEE

- 7.1 The business and affairs of the Club shall be under the management of an Executive Committee, and it shall be the controlling body of the Club.
- 7.2 The Executive Committee shall be comprised of the Chairperson, Vice-Chairperson, Treasurer, Secretary, Registrar, Officer for Irish Language and Culture, Public Relations Officer, one Players' Representative, and at least five other Full Members.
- 7.3 Nominations to serve on the Executive Committee shall be by any two Full Members whose membership fees are paid up to date in accordance with Rule 6.2 and who are not suspended or disqualified under this constitution and Rules or the Official Guide.
- 7.4 The Players' Representative shall have participated as a player for the Club within the previous 48 weeks.
- 7.5 The Executive Committee including the Players' Representative, shall be elected by the Full Members present, entitled to vote and voting at the Annual General Meeting.
- 7.6 Only Full Members, whose Membership Fees are paid up to date in accordance with Rule 6.2 and who are not suspended or disqualified under this Constitution or Rules or the Official Guide, shall be eligible for election to the Executive Committee.

- 7.7 The outgoing Executive Committee shall conduct the Annual General Meeting.
- 7.8 The Executive Committee shall hold office until the conclusion of the following Annual General Meeting.
- 7.9 The Executive Committee shall meet at least once each quarter, and four members present shall constitute a quorum at a meeting of the Executive Committee.
- 7.10 The Chairperson, when present, shall preside over all meetings of the Executive Committee; in his absence, the Vice-Chairperson shall preside.
- 7.11 If both the Chairperson and the Vice-Chairperson are absent, the Committee shall elect a member present to preside at the Meeting.
- 7.12 The Secretary shall record the Minutes of each Meeting.
- 7.13 The Minutes shall specify the date of the Meeting, those present, and a brief account of the Meeting, and shall be read to the next Meeting.
- 7.14 Such Minutes, if agreed as being accurate or having been appropriately amended, shall be signed by the Chairperson and Secretary, having been first proposed and adopted.
- 7.15 The Executive Committee shall have the sole right to appoint Sub-Committees, as required.
- 7.16 The Executive Committee shall define the duties of such Sub-Committees, and retain control in all matters and activities which it considers of importance to the general welfare of the Club, including the disposal of any funds in the hands of such Sub-Committees.
- 7.17 The Executive Committee shall have power to nominate the Chairperson of such Sub Committees.

- 7.18 The Chairperson, Vice-Chairperson, Secretary and Treasurer of the Executive Committee shall be ex- officio members of all Sub-Committees.
- 7.19 The Executive Committee shall have power from time to time to make, alter and repeal all such Regulations as they deem necessary, expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such Regulations set out:
- (a) The terms and conditions upon which guests, children of members of the Club and visitors shall be permitted to use the premises and property of the Club;
 - (b) The times of opening and closing the Pavilion Grounds and Premises of the Club, or any part thereof;
 - (c) The conduct of members of the Club in relation to one another;
 - (d) The setting aside of the whole or any part or parts of the Club's premises for any particular time or times, or for any particular purpose or purposes;
 - (e) The imposition of fines for the breach of any of the Club Rules or Regulations.
 - (f) And generally all such matters as are commonly the subject matter of the Club Rules.
- 7.20 The Executive Committee shall adopt such means as they deem sufficient, to bring to the notice of members of the Club all such Regulations and all alterations and repeals.
- 7.21 All such Regulations so long as they shall be in force, shall be binding upon all members of the Club, provided nevertheless that no Regulations shall be inconsistent with or shall affect or repeal anything contained in this Constitution and Rules or the Official Guide, and that any Regulations may be set aside by a special resolution of a General Meeting of the Club.
- 7.22 Each Full Member shall have the right to be heard by the Executive Committee upon any complaint or representation sent by him, in writing, to the Secretary.

- 7.23 A Special meeting of the Executive Committee may be called:
- (a) by the Secretary or
 - (b) by the Secretary, for a date not more than seven days from the date of the receipt by him of a requisition duly signed by four members of the Executive Committee.
 - (c) Such requisition shall set out the purpose for which the special meeting is required.
- 7.24 Any Member of the Executive Committee who shall have absented himself from three consecutive meetings, without reasonable explanation, shall be deemed to have resigned from the Executive Committee.
- 7.25 Should any Member of the Executive Committee resign, be deemed to have resigned, or his position otherwise lapse, the remaining members of the Executive Committee shall, at their discretion, have the power to fill the vacancy, by co-opting a replacement from the body of the Full Membership.
- 7.26 The service of any Member so co-opted on to the Executive Committee shall not be reckoned in calculating the seniority of such Member, if subsequently elected to serve on the Executive Committee.

GENERAL MEETINGS

- 8.1 The Club shall in each year hold a general meeting as its Annual General Meeting, in addition to any other General Meetings in that year, and shall specify the meeting as such in the notice calling it.
- 8.2 All General Meetings, other than Annual General Meetings, shall be called Special General Meetings.
- 8.3 An Annual General Meeting shall be held at such time as shall be decided upon by the Executive Committee, but insofar as is practical shall be held before the end of November each year.

- 8.4 The following business shall be transacted at the Annual General Meeting:
- (a) Adoption of Standing Orders.
 - (b) Minutes of previous Annual General Meeting.
 - (c) Consideration of the Annual Report submitted by the Secretary.
 - (d) Consideration of the Financial Statements including the Report of the Accountant(s) or Auditor(s).
 - (e) The Chairperson's Address.
 - (f) Election of Officers and Members of the Executive Committee.
 - (g) Notices of Motion.
 - (h) Other Business
- 8.5 The Annual General meeting of the Club shall be called in the following manner:
- 8.5.1 The Executive Committee shall decide upon a date, time and place for the meeting, allowing adequate time to meet the time limits set out hereunder.
- 8.5.2 Once the date of the Annual General Meeting has been fixed, the Secretary shall give at least twenty-eight days notice in writing to the members of such date, at the same time inviting nominations for election to the Executive Committee for the following year and motions for consideration at the Annual General meeting, also specifying that such nominations and motions shall be received by him by a date not less than twenty one days prior to the date fixed for the meeting.
- 8.5.3 The Secretary shall then, on or after the date specified for return to him of such Nominations and Motions, but so as to give the members ten days clear notice before the meeting, circulate to the members the following documentation:
- (a) Copy of the Agenda for the meeting.
 - (b) Copy of the Annual Report of the Secretary.
 - (c) Copy of the Financial Statements, including the Report of the Accountant(s) or Auditor(s)
 - (d) Details of the Nominations for election to the Executive Committee.

- (e) Copies of any motions for consideration at the meeting.
- 8.6 In the event of the number of Nominees for any particular Executive Committee position being equal to or less than the number of positions to be filled, such Nominees shall be declared elected, and any positions left unfilled, due to the lack of Nominees or Nominees withdrawing, shall be filled by the new Executive Committee, as soon as practical after the Annual General Meeting.
- 8.7 A Special General Meeting may be called by the Executive Committee at any time, provided ten days clear notice, in writing, shall be given to the members, specifying the purpose of such Special General Meeting,
- 8.8 The Executive Committee shall call a Special General Meeting for a date not more than twenty eight days from the receipt by the Executive Committee of a requisition, in writing, signed by twelve members of the Club, and ten clear days notice, in writing, shall be given to the Members.
- 8.8.1 Such Requisitions by members of the Club shall set out the purpose for which the Special General Meeting is required, and shall be lodged with the Secretary.
- 8.8.2 If the Special General Meeting is not called for a date within the twenty eight days stipulated, then the Requisitioners may themselves convene a Special General Meeting, if necessary using newspaper advertisements to notify the members of such meeting.
- 8.9 No other business, outside that specified in the Notice, shall be transacted at a Special General Meeting.
- 8.10 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, twenty per cent of Full Members eligible to vote shall be a quorum at a General Meeting.

- 8.11 If within half an hour after the time appointed for a General Meeting, a quorum of members is not present, the meeting if convened on the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the following week, at the same time and place; and if at the reconvened meeting a quorum of members is not present within half an hour after the time appointed for the meeting, the members then present shall be a quorum.
- 8.12 The Chairperson, and failing him the Vice-Chairperson, shall preside as Chairperson at every General Meeting of the Club.
- 8.13 If there is no such Chairperson, or if at any meeting he is not present within thirty minutes after the time appointed for the holding of the meeting, the members then present shall choose someone of their number who is a member of the Executive Committee to be Chairperson of the meeting, and if there shall be no Member of the Executive Committee present, then the members shall elect any one of their number to be Chairperson of the Meeting.
- 8.14 The Chairperson may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any reconvened meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 8.15 Failure to comply strictly with the time limits set out in this Constitution and Rules or the non receipt of Notice of a Meeting by any persons entitled to receive notice shall not invalidate the proceedings at that meeting, but shall entitle the majority of members present to seek and be granted an adjournment of the meeting to such date by which they would be given an adequate time to be furnished with and consider the contents of any relevant documentation.

VOTING

- 9.1 Only Full Members, whose membership fees are paid up to date in accordance with Rule 6.2, and who are not suspended or disqualified under this Constitution and Rules or the Official Guide, shall be eligible to vote at a General Meeting.

- 9.2 A Chairperson of a General Meeting, Executive Committee meeting or any Sub-Committee meeting shall, in the event of a tie, whether on a show of hands or on a ballot, have a casting vote in addition to his vote as a member, irrespective of whether or not he had originally voted on the issue, other than for the election to any position, when the outcome in the event of a tie shall be decided by lot.
- 9.3 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless, before or on the declaration of the result of the show of hands, a ballot is demanded:
- (a) by the Chairperson
 - (b) by at least five members present and entitled to vote.
- 9.4 Unless a ballot is so demanded, a declaration by the Chairperson that a resolution has on the show of hands been carried, or carried unanimously, or by a particular majority, or lost, shall be final, and an entry to that effect in the book containing the minutes of proceedings of the Club shall be conclusive evidence of the fact, without proof of the number or proportion of the votes in favour of or against such resolution.
- 9.5 If a ballot is so demanded, the same shall be taken in such manner as the Chairperson directs, and the result of the ballot shall be deemed to be the decision of the meeting at which the ballot was demanded.
- 9.6 A Secret Ballot shall be carried out to decide the result of any contest for any elective position.

ASSETS AND TRUSTEES

- 10.1 The Club shall have power to acquire, hold and develop, sell, lease, mortgage charge, exchange or sell Real and Personal Property, and to borrow or raise money in promotion of the objects of the Club, subject to the overall authority of the Central Council of the G.A.A..

- 10.2 The Real Property shall not be leased, mortgaged, charged, exchanged, sold, conveyed, transferred or otherwise dealt with without the consent of the Central Council of the G.A.A., or as may be set out in any separate Declaration of Trust.
- 10.3 The Real Property, including the proceeds of sale thereof until otherwise directed by the Club, shall be vested in five full members of the G.A.A. as Trustees, who shall hold same in trust for the Club.
- 10.4 In the case of the appointment of the Trustees of the Real Property the Executive Committee shall select three persons, who shall then be appointed by the Chairperson for the time being as Trustees, and the Chairperson for the time being of the Provincial Council of the G.A.A. and the Chairperson for the time being of the County Committee of the G.A.A. shall each, as required, appoint one other Trustee.
- 10.5 The Trustees shall hold office until their retirement or death, unless replaced in accordance with Rule 5.3, Official Guide.
- 10.6 By way of acceptance of their appointment the Trustees of the Real Property shall sign a Declaration of Trust, as approved by Central Council of the G.A.A., and which shall contain the provisions for appointment, removal and replacement of Trustees as well as regulating the conduct of the Trustees in performing their duties and exercising their powers under the trust.
- 10.7 The Trustees of the Real Property, having first obtained the consent of the Central Council of the G.A.A. where necessary, shall exercise their powers and perform their duties as directed by the Club from time to time.
- 10.8 The Directive of the Club shall be given by a resolution of the full members of the Club, passed by a majority of the members present, entitled to vote and voting at a duly convened General Meeting and when so passed shall be binding upon all members of the Club.

- 10.9 A Certificate signed by the Secretary shall, in favour of any person relying on same, be conclusive evidence that a Directive, complying in all respect with the provisions of this Rule, was duly given to the Trustees.
- 10.10 The Personal Property shall be vested in the Chairperson, Treasurer and Secretary who shall hold same in Trust for the Club.
- 10.11 The Trustees of the Personal Property shall invest and use such property in accordance with the Directives of the Executive Committee, of which an entry in the Minute book shall be conclusive evidence.
- 10.12 The Club shall indemnify and save harmless its Trustees in respect of any loss or expenses bona fide incurred by them in or about the execution of the Trust

BOOKS AND ACCOUNTS

- 11.1 The Executive Committee shall open a Bank Account or Accounts with an approved Bank on behalf of the Club, and all cheques drawn on the said account shall be signed by the Treasurer and countersigned by one of either the Chairperson or Secretary.
- 11.2 The Executive Committee shall cause proper Books of Account to be kept in respect of:
- (a) All sums of money received and expended by the Club, and the matters in respect of which such receipts and expenditures take place; and
 - (b) All Sales and Purchases of goods by the Club; and
 - (c) The Assets and Liabilities of the Club.
- 11.3 The Books of Account shall be kept at such place or places as the Executive Committee shall think fit, and shall at all reasonable times be open to the inspection of the members of the Executive Committee.
- 11.4 The Executive Committee shall from time to time determine whether and to what extent and at what times and places, and under what conditions and regulations, the Accounts and Books of the Club, or any of them shall be open to the inspection of Full Members of the Club

- not being an Executive Committee member, and no member (not being an Executive Committee Member) shall have any right of inspection of any Account or Book or Document of the Club except as authorised by the Executive Committee.
- 11.5 An independent suitably qualified Person or Persons shall be appointed as Accountant(s) or as Auditor(s) (if an Audit is deemed appropriate by the Executive Committee) to Report on the Financial Statements of the Club, for presentation at the Annual General Meeting.
- 11.6 The Books and Accounts of the Club shall be presented to such Accountant(s) or Auditor(s) by the Committee in sufficient time to enable the Report of such Accountant(s) or Auditor(s) to be available and considered at the Annual General Meeting of the Club.
- 11.7 The Financial Statements shall be approved by the Executive Committee, and signed by two of three Officers – Chairperson, Secretary, Treasurer – on behalf of the Executive Committee.
- 11.8 The Executive Committee shall cause to be prepared and laid before the Annual General Meeting an Account of Income and Expenditure and a Balance Sheet made up to a date not more than six months before such meeting.
- 11.9 The Balance Sheet and Accounts of the Club shall be made available to the Revenue Commissioners, on request.
- 11.10 All Books of Account, including all documents, vouchers, statements and notes, as well as all minute books, notes of meetings, original and copy correspondence and all such documents are the property of the Club, and no person shall have any personal title to or interest in such documents to the exclusion of the Club.
- 11.11 The Club shall define the End of the Financial Year of the Club.

INCOME AND PROPERTY

- 12.1 No portion of the Income and Property of the Club shall be paid or transferred directly or indirectly by way of profit, dividend, bonus or otherwise howsoever to the Members of the Club.
- 12.2 No Officer shall be appointed to any Office within the Club paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club in respect of such Office, provided however nothing shall prevent any payment in good faith by the Club of:
- (a) reasonable and proper remuneration to any Member or Officer of the Club for any services rendered to the Club (other than as an Officer);
 - (b) reasonable and proper remuneration to any company of which a Member or Officer of the Club is a director or shareholder, for any services rendered to the Club;
 - (c) interest at a rate not exceeding 5% per annum on money lent by Officers or other Members of the Club to the Club;
 - (d) reasonable and proper rent for premises demised and let by Officers or other Members of the Club (including any Officer) to the Club;
 - (e) reasonable and proper out of pocket expenses incurred by any Officer in connection with their attendance to any matter affecting the Club;
 - (f) fees, remuneration or other benefit in money or money's worth to any Company of which an Officer may be a member, holding not more than one hundredth part of the issued capital of such Company.

WINDING UP

- 13.1 A resolution to Wind Up a Club shall be passed only at a General Meeting, specially summoned for the purpose of such resolution, if supported by not less than three-fourths of those present, entitled to vote and voting.
- 13.2 Any decision to Wind Up a Club shall be subject to the approval of the County Committee.

- 13.3 If upon such Winding Up, there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid or distributed amongst the members, but the Trustees shall continue to hold same in trust for the appropriate County Committee of the G.A.A., to be used or disposed of as such County Committee shall direct, but shall in no instance pay or distribute such property amongst Officers, Members or Employees of the Club.

ADDITIONS TO AND AMENDMENTS OF RULES

- 14.1 Additions to and Amendments of this Constitution and Rules may be made at an Annual General Meeting or at a Special General Meeting called for that purpose, providing that the Resolution proposing same is carried by a vote of two-thirds of the members present and voting, that same do not conflict with the Official Guide, and that approval is given by the County Committee for the change(s).
- 14.2 Members wishing to propose Additions to or Amendments of this Constitution and Rules must send notice of the proposed Additions or Amendments in writing to the Secretary not later than twenty one days before the Annual General Meeting, or Special General Meeting as provided by Rule 8.5.2 hereof.
- 14.3 Where appropriate, no Addition or Amendments shall be made to or in the provisions of the Main Object(s) (3), Income and Property (12) and the Winding-Up (13) Clauses in this Constitution and Rules for the time being in force, unless the same shall have been previously approved, in writing, by the Revenue Commissioners.

COMPLIANCE WITH PROVISIONS OF OFFICIAL GUIDE

15. This Constitution and Rules shall be read in conjunction with and subject to the Official Guide.

INTERPRETATION OF CLUB CONSTITUTION AND RULES

16. The Executive Committee shall be the sole authority for the Interpretation of this Club Constitution and Rules (with the exception of Rules 5.11.1, 5.11.2 and 5.11.3) and of any by-laws and regulations made herein; and the decision of the Executive Committee upon any question of interpretation, or upon any matter affecting the Club and not provided for, shall be final and binding on the members, subject to appeal to the Hearings Committee of the County Committee in accordance with the provisions of Rule 5.11.2, and shall not under any circumstances be subject to appeal to any Court of Law.

GENERAL

- 17.1 A Notice may be given by the Club to any Member either personally or by sending it by post or electronically to him at his last known address.
- 17.2 Where a Notice is sent by post, service of this Notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the Notice, and shall be deemed to have been effected at the time which the letter would be delivered in the ordinary course of post.
- 17.3 The failure to give notice of any meeting or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 17.4 This Constitution and Rules shall be taken as an amendment of and in substitution for any existing Constitution and Rules of _____ G.A.A. Club as of the ____ day of _____

As part of Format No. 2(A)

FOR THE ADOPTION OF CLUBS WHICH OWN/ OPERATE
LICENSED BARS IN THE 26 COUNTIES

DISTRIBUTION OF INTOXICATING LIQUOR

Distribution of Intoxicating Liquor

- 18.1 No Member, Officer, Committee Member, Manager or Employee of the Club shall have any personal interest in the sale of excisable liquors therein, or in the profits arising from such sale.
- 18.2 Except in the case of a group visiting the Club, as provided for by Section 30 of the Intoxicating Liquor Act 2000, a visitor shall not be supplied with excisable liquor in the Club premises unless on the invitation and in the company of a member of the Club, and that such member shall upon the admission of such visitor to the Club Premises or immediately upon his being supplied with such liquor enter his own name and the name and address of the visitor in a book kept for that purpose, and which shall show the date of each visit.
- 18.3 No excisable liquors shall be sold or supplied for consumption outside the Premises of the Club except to members of the Club between the hours of 8 o'clock in the morning and 10 o'clock at night.
- 18.4 No excisable liquors shall be sold or supplied on the Club Premises to any person under eighteen years of age.
- 18.5 (1) Subject to the exceptions specified in paragraph (2) of this Rule, no excisable liquor shall be supplied for consumption on the Club Premises to any person (other than a member of the Club lodging in the Club Premises) or be consumed on the club premises by any person (other than a member of the Club lodging in the Club Premises) -
- (a) at any time on Christmas Day or Good Friday;
 - (b) on any other day, as specified hereunder, outside the times so specified in respect of it-

- (i) Saint Patrick's Day: between 12.30 p.m. and 12.30 a.m. on the following day;
- (ii) the 23rd December: if it falls on a Sunday, between 10.30 a.m. and 11.30 p.m.;
- (iii) Christmas Eve and the eve of Good Friday: between 10.30 a.m. and 11.30 p.m.;
- (iv) the eve of any public holiday (other than Christmas Eve):
 - (I) if the eve falls on a weekday, between 10.30 a.m. and 12.30 a.m. on the following day, or;
 - (II) if it falls on a Sunday, between 12.30 p.m. and 12.30 a.m. on the following day;
- (v) any other Sunday (except a Saint Patrick's Day which falls on a Sunday): between 12.30 p.m. and 11 p.m.;
- (vi) any other Monday, Tuesday, Wednesday or Thursday: between 10.30 a.m. and 11.30 p.m.; and
- (vii) any other Friday or Saturday: between 10.30 a.m. and 12.30 a.m. on the following day.

(1A) The hours specified in paragraph (b) of subsection (1) in respect of any day specified in that paragraph are in addition to the period between midnight and 12.30 a.m. on that day, where that period is included in the hours so specified in respect of the eve of that day.

(1B) In subsection (1), 'public holiday' has the meaning given to it by the Organisation of Working time Act, 1997.

18.6 Nothing contained in the Registration of Clubs Acts, 1904 to 2003 or contained, by virtue only of the operation of paragraph (1) of this Rule, shall operate to prohibit

the supplying for consumption on the Club Premises of excisable liquor to any person or the consumption of excisable liquor on the Club premises by any person:

- (a) on Christmas Day, between 12.00 midday and 10.00 p.m. or
- (b) on any other day, for one hour after the expiration of any period in respect of that day during which it is lawful for the Club, by virtue of subsection (1) (b), to supply any excisable liquor for consumption on the Club premises.

If in each case the excisable liquor is-

- (i) ordered by or on behalf of that person at the same time as a substantial meal is ordered, and
- (ii) consumed by that person during the meal or after the meal has ended.

- 18.7 Any sale, supply and consumption of excisable liquors in the building or grounds of the Club permitted under the Intoxicating Liquor Acts or any amendments thereto shall be lawful and not a breach of the Rules of this Club.

As part of Format 2(B)

FOR THE ADOPTION OF CLUBS WHICH OWN/OPERATE LICENSED BARS IN THE SIX COUNTIES

Amendments to Rule 1-17 inclusive

Add as Rule 3.1.2

The Club is defined as a Sporting Club within the terms of the Registration of Clubs (N.I.) Order 1996 which states 'Sporting Club' means a Club occupying a hereditament to which Article 31 of the Rates (N.I.) Order 1997 applies (Rates Relief) being a hereditament which is used solely or mainly for the purposes of physical recreation.

Add to Rule 5.1.3

No persons shall be allowed to become Honorary Members of the Club or be relieved of the payment of the regular entrance fees or subscription, except those possessing the qualifications defined in this Rule, and subject to the conditions and regulations specified in the Rules.

Add as Rule 5.1.5

Persons shall not be admitted in such numbers to membership not carrying rights of voting in relation to the affairs of the Club as will result in the number of members not having such rights being three times the number of members having such rights.

Distribution of Intoxicating Liquor

- 18.1 No Member, Officer, Committee Member, Manager or Employee of the Club shall have any personal interest in the supply of intoxicating liquor therein, or in the profits arising from such supply of intoxicating liquor.
- 18.1.1 No person shall be paid at the expense of the Club any commission, percentage or similar payment on or with reference to the purchases of intoxicating liquor by the Club.
- 18.1.2 No person shall, directly or indirectly, derive any pecuniary benefit from the supply of intoxicating liquor by or on

behalf of the Club, or members or guests, apart from any benefit accruing to the Club as a whole.

- 18.2 Except in the case of a group visiting the Club, as provided for by paragraph 18.10, a visitor shall not be admitted to or supplied with intoxicating liquor in the Club premises unless on the invitation and in the company of a member of the Club, and that such member shall upon the admission of such visitor to the Club Premises enter his own name and the name and address of the visitor in a book kept for that purpose and which shall show the date of each visit.
- 18.3 No intoxicating liquor shall be supplied for consumption outside the Premises of the Club.
- 18.4 No intoxicating liquor shall be supplied on the Club Premises to any person under eighteen years of age.
- 18.5 Subject to the exceptions specified in paragraph 18.2 of this Rule, no intoxicating liquor shall be supplied for consumption on the Club Premises to any person (other than a member of the Club lodging in the Club Premises) or be consumed on the Club premises by any person (other than a member of the Club lodging in the Club Premises)
- 18.5.1 Intoxicating liquor shall not be supplied, obtained or consumed in the Club premises except during permitted hours.

Any bar on the premises of the Club shall be kept closed except during permitted hours. Permitted Hours:

- (i) On weekdays, other than Good Friday and Christmas Day, from 11.30 a.m to 11.00 p.m.
- (ii) Good Friday from 5.00 p.m. to 11.00 p.m.
- (iii) Sundays and Christmas Day from 12.30 p.m. to 10.00 p.m.

Exception: As provided in Article 25 of the Registration of Clubs (NI) Order 1996, the Club shall not prohibit the consumption of intoxicating liquor during the first 30 minutes after the conclusion of permitted hours.

The Club shall not supply intoxicating liquor outside permitted hours unless it has obtained the necessary permission as described in Article 26 of the Registration of Clubs Order (NI) 1996.

The same person, except where that person is a parent, husband, wife or child of a member, shall not be admitted as a guest of a member to the Club premises on more than 20 days in any period of 12 months.

A person, on the payment of a fee to the Club in respect of any day may use on that day such facilities as the Executive Committee or the governing body of the Club may determine and paragraph 18.2 shall not apply to that person in respect of that day.

Intoxicating liquor shall not, in a registered Club, be supplied or obtained or consumed by, any person other than a member or a guest of a member or an employee of the Club.

A member shall be responsible for his guest strictly observing the rules and shall not leave the club premises before his guest and a guest, shall not be supplied with intoxicating liquor in the Club premises unless upon invitation and in the company of a member.

Admission of visiting teams etc:
Notwithstanding paragraphs 12 and 14 of Schedule 1 Registrations of Clubs (NI) Order 1996 or any rule required to be made by those paragraphs by the Club, where a team or a body of persons who are, as members of another club (whether registered or not), society or organisation, visiting the Club for the purpose of taking part in or in the organisation of or arrangements for, any pastime, sport, game or recreation at the Club, an official of the Club may enter in the book required to be kept by that paragraph 12 the name of the club, society or organisation visiting the Club and number of persons without specifying their names and addresses, and intoxicating liquor may be supplied to such persons at the request and in the presence of an official of the Club on the occasion of that visit.

- (2) The admission of persons to whom paragraph (1) applies shall be disregarded for the purposes of paragraph 11 of Schedule 1 of the Registration of Clubs Order (NI) 1996.
- Any supply or consumption of intoxicating liquor in the buildings or grounds of the club permitted under the Registration of Clubs (NI) Order 1996 and any extensions and amendments thereto shall be lawful and not a breach of the Rules of the Club. A list, in alphabetical order, of the names and addresses of every official and member shall be kept on the premises of the Club.

Regulations Issued to Clubs in the Six Counties and Britain by Central Council.

- (1) Issued under Rules 1.11 and 1.12 Official Guide to Clarify Rule 5 Club Constitution:
 “Membership, under Rules 5.1.1 to 5.1.4 inclusive of the Club Constitution, shall be open to the community as a whole, without discrimination, except insofar as is a necessary consequence of the requirements of the Games of Hurling, Gaelic Football, Handball and Rounders, and such other Games as may be sanctioned and approved by Annual Congress, for promotion and control by the Gaelic Athletic Association, and Rules 5.1 to 5.1.4 shall be interpreted accordingly.”
- (2) Issued under Rule 3.7 Official Guide to Clarify Rule 13 Club Constitution:
 “Under Rule 13.3 Club Constitution, the County Committee shall direct that only property remaining after Winding Up of a Club, upon satisfaction of all debts and liabilities, shall be applied for one of the purposes listed at paragraph 5 (a) to (c) of Schedule 18, Finance Act 2002.”
- (3) Issued under Rule 1.10 Official Guide to clarify Rule 12 Club Constitution:
 “The Club is amateur and non-profit making in status. Any surplus income or gains shall be reinvested in the Club, and there shall not be any distribution of Club assets, in cash or in kind, to members or third parties.”

Cumann Lúthchleas Gael
Full Membership Application Form

Ainm/Name: _____

Seoladh/Address: _____

Phone/Fax/Email (if available): _____

I hereby apply to: _____ Club for Membership

of the above Club and Membership of Cumann Lúthchleas Gael
(The Gaelic Athletic Association)

.....
I subscribe to and undertake to further the aims and objectives of the
Club and of Cumann Lúthchleas Gael (The Gaelic Athletic
Association) and to abide by its Rules, and I attach herewith
the appropriate membership fee as determined by the above Club.

Sínte/Signed _____ Dáta: _____

Print Name: _____

Signature of Full Member Proposing New Member

_____ Date _____

Print Name _____

Signature of Full Member Seconding Proposal

_____ Date _____

Print Name _____

For Official Use only:

Membership/approved by Club Executive on <input type="text"/> Dáta
Sínte: _____ Club Runaí.
Registered in Central Membership Database on _____
Membership Identification Number: _____

Upon election, your membership details will be entered on the G.A.A.
Membership database in accordance with Rule 2.2. This information will be
used by the G.A.A. for the purpose of administration only.

Cumann Lúthchleas Gael
Youth Membership Application Form



Ainm/Name: _____

Seoladh/Address: _____

Phone/Fax/Email (if available): _____

Date of Birth: Day Month Year (e.g. 06 02 90)

I hereby apply to: _____ Club for Membership

of the above Club and Youth Membership of Cumann Lúthchleas Gael
(The Gaelic Athletic Association)

.....
I subscribe to and undertake to further the aims and objectives of the
Club and of Cumann Lúthchleas Gael (The Gaelic Athletic Association),
and to abide by its Rules, and I attach herewith the appropriate
membership fee as determined by the above Club.

Síithe/Signed _____ Dáta: _____

Print Name: _____

Parent(s)/Guardian(s), on behalf of the above named:-

We/I consent to the above Application and to undertakings given by the
Applicant.

Síithe/Signed: _____ (Parent/Guardian) Dáta _____

Print Name: _____

Signature of Full Member Proposing New Member

_____ Date _____

Print Name _____

Signature of Full Member Seconding Proposal

_____ Date _____

Print Name _____

For Official Use only:

Youth Membership Application approved by Club Executive on <input type="text"/> Dáta
Síithe: _____ Club Runaí.
Registered in Central Membership Database on _____
Membership Identification Number: _____

Upon election, your membership details will be entered on the G.A.A. Membership
database in accordance with Rule 2.2. This information will be used by the G.A.A. for the
purpose of administration only.

Appendix 4

Disputes Resolution Code

1. The Disputes Resolution Authority and Jurisdiction

- 1.1 An Authority known as The Disputes Resolution Authority shall be established. It shall be independent of the Association and be bound only by the Provisions of this Code.
- It shall consist of a Secretary, who shall be appointed for a term or terms, none of which shall exceed three years, by Congress on the nomination of Central Council. If a vacancy occurs between Congresses, it shall be filled by the Central Council, and the appointment shall be ratified at the following Congress.
- The Secretary shall have power to appoint Deputies and/or Assistants.
- The Secretary shall maintain a Panel of not fewer than 30 persons, made up of not fewer than 15 persons who have qualified as solicitors or barristers or arbitrators (Group 1), and not fewer than 15 persons without such qualification, who, by virtue of their experience and expertise in the affairs of the Association, are properly qualified to resolve disputes relating to the Rules of the Association (Group 2).
- The Secretary's selection of Members of the Panel shall be ratified by Central Council.
- No serving Officer at County, Provincial or National level shall be eligible for the panel.

- 1.2 The Disputes Resolution Authority shall be indemnified in respect of all costs, expenses and liabilities by the Association and shall lay an account of its business before Central Council (or its appointed subcommittee) on an annual basis. The Disputes Resolution Authority shall not be liable for anything done or omitted in the discharge or purported discharge of its functions unless the act or omission is shown to have been in bad faith.

- 1.3 The Rules of the Gaelic Athletic Association (including Bye-Laws, Regulations, and Interpretations of Rules by Central Council applicable to the decision, the subject matter of the dispute) (“the Rules”) and the Laws of Ireland shall govern and be applied to any issue between disputing parties. The Tribunal (as defined in Section 5) shall make such enquiries, seek such opinions and evidence, and make such orders as it considers fit, subject to this Code and to Law.
- 1.4 In all matters in which the Secretary of the Disputes Resolution Authority has a function under this Code, he/she may appoint a deputy to act in his/her place where, for reasons of practicality, he/she is not in a position to act. Such Deputy shall have all the powers and functions of the Secretary when acting with his/her authority.

2. Request for Dispute Resolution

- 2.1 Any party to a dispute governed by this Code who seeks a determination (“the Claimant”) must submit to the Secretary of The Disputes Resolution Authority a written request for dispute resolution proceedings (“the Claim”) containing the following details:
- (a) the names and addresses of all parties to the dispute and their dates of birth if under the age of eighteen;
 - (b) a brief statement describing the nature and circumstances of the dispute, and specifying the remedy claimed;
 - (c) copies of any rules, regulations, bye-laws, rulings or legal authority relevant to the claim;
 - (d) a statement of any matters on which the parties have already agreed in relation to the conduct of the dispute resolution proceedings, or proposals (if any) in relation to such conduct;

- (e) Confirmation that all available avenues of appeal under the Official Guide have been exhausted; and
- (f) A statement that the contents of the Claim are true and accurate.

A prescribed form is set out at the end of this Code, and the Secretary may publish updated prescribed forms for Claims under this Rule.

- 2.2 The Claim shall be notified to the Secretary of The Disputes Resolution Authority as soon as possible after all available appeals within the Rules have been completed, and in any event within 7 days of the last decision, and no Claim shall be entertained after that date, unless the Secretary is satisfied that there is good reason for extending the time.
- 2.3 The Claim shall be accompanied by a deposit in the amount of €1,000 towards the expenses of The Disputes Resolution Authority, which amount shall be reviewed by the Secretary on an annual basis and notified to Central Council in the audited accounts. At the end of any Dispute Resolution proceedings, the total expenses of The Disputes Resolution Authority in the proceedings shall be calculated and the Tribunal (as defined in Section 5) may direct that the expenses be paid by such party or parties as it deems appropriate, and for this purpose may require that any successful Claimant be reimbursed in respect of the deposit by any unsuccessful parties.
- 2.4 The Claimant must serve a copy of the Claim together with copies of any documents supplied to the Secretary on the other party or parties (“the Respondent”) as well as on the Director General of the Gaelic Athletic Association. The Claimant shall confirm in writing to the Secretary when submitting the claim that such documents have been duly served. The date of receipt by

the Secretary of the claim shall be the date the dispute resolution proceedings commenced (“the Commencement Date”).

3. Response by Respondent

Within 7 days, or such extended, or in cases of special urgency, reduced, time limit as the Secretary of The Disputes Resolution Authority may impose and notify to the Respondent, of the Commencement Date, the Respondent may send to the Secretary a response (“the Reply”) containing the following details:

- (a) a response by way of admission or denial of each statement in the Claim;
- (b) a brief statement of the nature and circumstances of any applicable counterclaim being made;
- (c) comment in response to any statements contained in the Claim on matters relating to the conduct of the dispute resolution proceedings;
- (d) confirmation that all available avenues of appeal under the Official Guide have been exhausted; and
- (e) a statement that the contents of the Reply are true and accurate.

and shall confirm in writing to the Secretary that a copy of the Reply together with copies of any documents supplied to the Secretary have been duly served on the Claimant, on any other Respondents and on the Director General of the Gaelic Athletic Association. A prescribed form is set out at the end of this Code and the Secretary may publish updated forms for Replies under this Rule.

4. Mediation

4.1 The Disputes Resolution Authority shall encourage mediation and negotiations where practical, and shall, if requested and otherwise at the Secretary’s discretion, notify the parties of the names and contact details of persons willing and able to assist in the amicable resolution of disputes within the Rules of the Association.

4.2 Mediation and negotiation shall be without

prejudice to the dispute resolution proceedings and may take place and continue at any time during the dispute resolution proceedings.

5. The Tribunal

- 5.1 Subject to Section 5.4 below, any dispute submitted to The Disputes Resolution Authority shall be decided by a Tribunal (“the Tribunal”) of three persons selected from The Disputes Resolution Authority’s Panel, at least one of whom shall be selected from Group 1 and at least one of whom shall be selected from Group 2 of the Panel.
- 5.2 Every person conducting dispute resolution proceedings under this Code must be independent and impartial, and must never act as advocate for any party.
- 5.3 The Secretary of The Disputes Resolution Authority shall provisionally select the Tribunal from The Disputes Resolution Authority’s Panel and shall notify the parties of the names of the Tribunal members as soon as practicable after they have been selected. The Tribunal shall be so constituted, unless the Secretary receives an objection from one or more parties to any person provisionally selected within three days of notification (or such shorter period as may be set in the event that the hearing is set for an earlier date), and is satisfied that such person has a genuine conflict of interest.
- 5.4 If all parties to the dispute agree that the Tribunal shall consist of only one person nominated by them from The Disputes Resolution Authority’s Panel, they must notify the Secretary accordingly, and the Secretary, provided that he/she is satisfied that the nominated person is independent of the parties to the dispute, shall appoint that one person, and that one person shall constitute a valid Tribunal.
- 5.5 If any member of the Tribunal refuses, or in the opinion of the Secretary becomes unable or unfit

to act, the Secretary of The Disputes Resolution Authority shall appoint another person to the Tribunal in his/her place.

- 5.6 The Tribunal members shall select one of their number to act as Chairperson, and in default of agreement, the Secretary shall select the Chairperson.
- 5.7 The Tribunal may decide on its own jurisdiction, including any objections with respect to the existence or validity of the particular referral to arbitration in accordance with the Official Guide. For that purpose, this Code shall be treated as an agreement independent of the other terms of the Rules of the Association.

6. Communications

- 6.1 The parties shall not communicate with the Tribunal except through the Secretary of The Disputes Resolution Authority, unless so directed by the Secretary.
- 6.2 The Secretary may communicate with any party directly to confirm receipt of Documents, and may send copies of any Documents to them.
- 6.3 Correspondence from one party to the Secretary of the Disputes Resolution Authority shall be accompanied by three extra copies, and a further copy of such correspondence must be sent by that party to every other party to the dispute.
- 6.4 All communications shall be either hand delivered or sent by post, email or facsimile transmission to the parties at the addresses set out for each in the Claim, or at such address as any party may have previously notified The Disputes Resolution Authority, the Tribunal and the other parties. Any such communication shall be deemed to be served:
 - (a) if hand delivered, at the time of delivery,
 - (b) if posted, at the expiration of 48 hours

after the envelope containing the same shall have been put in the post, and
(c) if sent by email or facsimile transmission, at the expiration of 12 hours after receipt of the same has been automatically acknowledged to the sender thereof, and in proving such service, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted as a prepaid letter, or that the email or facsimile transmission was properly addressed, despatched and acknowledged as the case may be.

6.5 In cases of special urgency, the Secretary, the Tribunal and (provided that permission from the Secretary has been obtained) the parties may use telephone or such other methods as are necessary in order to give notice.

6.6 The Tribunal may deem communications to be adequate notwithstanding a failure of compliance with this Section 6, if the same were sufficiently effective.

7. Conduct of the Proceedings

7.1 The Tribunal shall conduct the dispute resolution proceedings in such manner as it considers fit and may follow any arbitral procedure agreed by the parties if it is in the Tribunal's opinion reasonably practicable so to do.

7.2 The Tribunal or its Chairperson may hold a preliminary meeting with the parties at which the parties may be given directions as to time limits and procedures, including timetables in respect of steps to be taken.

7.3 If directed to do so by the Tribunal, the parties shall make written submissions to the Tribunal giving further details of their Claim and Reply.

- 7.4 In cases of special urgency, the Tribunal (or, if the Tribunal has not yet been constituted, the Secretary of The Disputes Resolution Authority) may, on the application of either party, direct that a hearing be held on a specific date and that any time limits set out in this Code be varied, as so directed.
- 7.5 Each party must submit to the Secretary within such time as the Tribunal shall direct, copies of every document on which that party will rely, unless that document has previously been submitted to the Secretary. Copies shall also be sent by that party to all other parties to the proceedings.
- 7.6 The Tribunal may proceed with the dispute resolution procedures and make its decision even if the Respondent has failed to serve a Reply. A Respondent who does not complete and serve a Reply in accordance with Section 3 may not, without the leave of the Tribunal, contest any Claim.
- 7.7 If any party deliberately or recklessly misleads the Secretary or the Tribunal as to any facts relevant to the dispute or referral, the Tribunal may dismiss their Claim or strike out their Reply and make punitive awards as to costs.

8. Interim Rulings

- 8.1 A Claimant may apply to the Tribunal for interim temporary remedies where necessary in order to preserve the status quo ante pending the Hearing. If any claim for any interim remedy is being made, then subject to Section 7.4, it must be set out on the Claim.
- 8.2 Subject to Section 8.3, such applications shall be heard on a day and at a place and time suitable to the Tribunal, with at least 3 days' notice to the Respondent(s). The Tribunal shall have the same powers as a Court of Law in legal proceedings alleging a breach of contract.

- 8.3 In cases of special urgency, the Tribunal (or, if the Tribunal has not yet been constituted, the Secretary of The Disputes Resolution Authority) may (i) shorten the time required for notice or (ii) dispense with notice, and grant such temporary interim remedy as is appropriate, if the Claimant shows that it has been impossible or impracticable to meet the notice requirements.
- 8.4 No interim remedy shall be granted in the event that the Tribunal or the Secretary of the Disputes Resolution Authority, as the case may be, finds that the Claimant has unreasonably delayed in bringing the application for temporary interim remedy.
- 8.5 If an interim order is made and at the Hearing it is subsequently found that such interim order was inappropriate, the Tribunal may affix the Claimant with liability for any loss or damage thereby incurred by the Respondent(s), unless one or more exceptional countervailing factors are found to exist by the Tribunal.
- 8.6 All parties shall comply with the interim orders of the Tribunal, in default of which the Claim or the Reply (as the case may be) may be struck out without consideration of the substantive Claim.

9. Hearings

- 9.1 The Tribunal shall fix the date, time and place of any hearings in the dispute resolution proceedings and shall give the parties as much notice as practicable of same. All such hearings shall be in private.
- 9.2 For the avoidance of doubt, the Tribunal may direct that the parties should make written submissions and that no evidence will be given orally.
- 9.3 Where the proceedings involve a matter of exceptional importance to the Association, the Tribunal in its absolute discretion may invite

submissions from Central Council or any other appropriate party regarding the consequences for members and units of the Association other than those party to the dispute of any decision it might make.

In any case it shall be open to Central Council to make an oral and/or written submission to the Tribunal.

10. Witnesses

10.1 The parties must notify the Tribunal and other parties as soon as practicable and within any time limits set by the Tribunal of the identity of any witnesses they wish to call, and, if the Tribunal requires it, each party shall disclose the subject matter and content of the evidence on which each such witness shall be relying and how that evidence relates to the points at issue.

10.2 The Tribunal may question a witness at any stage, and shall supervise the questioning of a witness by the parties.

11. Decisions

11.1 If in the opinion of the majority of the Tribunal, one member of the Tribunal has refused or failed to comply with this Code or any applicable law relating to the making of the decision and/or award, having been given a reasonable opportunity to do so, the other members may remove him/her, and the remaining members shall proceed in his/her absence.

11.2 The Tribunal shall decide on any issue by majority. The final decision shall be in writing and shall be accompanied by the reasons on which it is based. The decision shall bear the date on which it was agreed by the Tribunal, and shall be signed by each member of the Tribunal, though it shall not be necessary for each Tribunal member to sign the decision on the same date. Save in exceptional circumstances, to be set out in writing by the Tribunal, the Party deemed by the Tribunal to

have been successful in the disputes resolution proceedings shall, on application, be entitled to its reasonable costs. If requested by either party, the Tribunal shall measure costs.

- 11.3 The Tribunal may direct any party to the dispute resolution proceedings to take, or abstain from taking, any steps, within the Rules of the Association and with due regard to the rights of third parties, including, but not limited to, the re-hearing of any disciplinary or other decision-making process, with or without directions as to the proper procedures to be applied.
- 11.4 In the event of a decision or procedure being quashed, and with agreement of both parties, the Tribunal may conduct a full hearing as if it were an appellate body of last resort under the Rules of the Association, with power to fully conduct the procedure which has been quashed. No decision made by the Tribunal in this context shall be susceptible to appeal or review by any body.
- 11.5 In the event that the parties in dispute agree a resolution of the dispute at any stage in the referral prior to the delivery of the decision, the Tribunal, if satisfied that such proposed resolution is within the Rules of the Association and does not occasion any breach of contract or other act whereby any third party is prejudiced, may ratify the resolution, in which case it shall have the same force as if it were a decision of the Tribunal.
- 11.6 The Chairperson of the Tribunal shall arrange for the decision to be delivered to the Secretary of the Disputes Resolution Authority, and the Secretary shall notify the parties and the Director General of the Gaelic Athletic Association accordingly.

12. General Rules

- 12.1 If, notwithstanding the fact that any provision or requirement of this Code has not been complied with, a party proceeds with dispute resolution proceedings without promptly stating its objection, that party shall have waived its right to object.
- 12.2 Save in respect of decisions made prior to the constitution of a Tribunal and the election of its Chairperson, any decision of the Secretary of the Disputes Resolution Authority may be appealed to the Tribunal.

Form 1: Request for Arbitration

("the Claim")

1 Name: (of Person/Committee/Council/
Other Body):
_____ ("the Claimant")

Address:

Telephone No. (1): _____

Telephone No. (2): _____

Fax No: _____

Email address: _____

Date of Birth: (if under 18): _____

Signature of parent/legal guardian (if under 18):

Print Name: _____

If the Claimant is a Unit of the Association please nominate
a person, or persons, to be legally responsible on behalf of
that unit:

2 Person(s)/Committee(s)/Council(s)/Other Body (Bodies)
against whom Claim is made ("The Respondent(s)"): _____

(First Respondent)

Address:

Telephone No. (1): _____

Telephone No. (2): _____

Fax No: _____

Email address: _____

If the Respondent is a Unit of the Association, please
nominate a person, or persons, to be legally responsible on
behalf of that unit:

(Second Respondent)

Address:

Telephone No. (1): _____

Telephone No. (2): _____

Fax No: _____

Email address: _____

If the Respondent is a Unit of the Association, please nominate a person, or persons, to be legally responsible on behalf of that unit:

(Use additional page for further Respondents)

3. Names and addresses of any further persons/ committees/ bodies concerned or affected.

(1): _____

Telephone No.: _____ Fax No.: _____

Email address: _____

(2): _____

Telephone No.: _____ Fax No.: _____

Email address: _____

(use additional sheet for any further names)

4 Brief statement of the facts upon which the claim is based (use additional sheet if required):

- 5 a) Date(s) of decision(s) being disputed (enclose copy, if in writing):

- b) Date of Decision of Final Appeal under the Rules of the GAA
(enclose copy, if in writing):

- 6 c) Date of Receipt of Decision: _____
Is an extension of time sought for the submission of the Claim under Section 2.2 of the Disputes Resolution Code? If the answer is Yes please set out reasons.

- 7 List the Rules of the Association or laws or entitlements of which it is claimed the Respondent(s) is/are in breach (use additional sheet if required):
1. _____
2. _____
3. _____
4. _____
- 8 Brief statement explaining why the Respondent(s) are in breach of the rules/laws/entitlements (use additional sheet if required):
1. _____

2. _____

3. _____

4. _____

- 9 List what Remedy or Remedies is/are claimed (use additional sheet if required):
1. _____
 2. _____
 3. _____
- 10 List any Interim Temporary Remedies sought and state reasons why:
1. _____
 2. _____
- 11 Have any matters been agreed in relation to the dispute? If yes, please specify:
- _____
- _____
- _____
- 12 Does the Claimant have any proposals for the carrying out of the hearing (e.g. whether an urgent hearing is necessary, what location is suitable etc.)? Yes*/No*
(*delete as appropriate)
If yes, please specify:
- _____
- _____
- _____
- 13 Do you require copies of any documents in the possession or power of the Respondent(s) or any other parties concerned? Yes*/No*
(*delete as appropriate)
If 'Yes', list the documents or categories of documents sought (use additional sheet if required):
1. _____
 2. _____
 3. _____

I/We hereby confirm that I/we have exhausted all available avenues of appeal under the Official Guide.

I/We hereby certify that the facts stated above are true and I/we acknowledge that if any of these facts is proved to be false, my/our Claim may be dismissed immediately without further consideration:

Signed (in Irish): _____
(Claimant or on behalf of the Claimant)

Date: _____

1. Attach a copy of any Rules of the Association relevant to the Claim to the original and each copy of the Claim Form.
2. Send original Claim to the Secretary of the DRA together with a deposit of €1,000 paid by
 - a) Cheque
 - b) Cash
 - c) Electronic Transfer or Lodgement to Disputes Resolution Authority, Bank of Ireland, Dunshaughlin, Co. Meath. A/C No. 92285815 Branch No. 903437
3. Attach a blank Reply Form to each copy of the Claim being sent to a Respondent.

To the Respondent

If you dispute any of the contents of this Claim, or deny any of the reliefs sought by the Claimant then you should complete the attached Reply, send a copy of it to the Claimant and to each Respondent as well as to the Director General of the G.A.A., and send the original to the Secretary of the DRA. If you do not complete and serve a Reply in this manner you may not be permitted to contest the Claimant's Claim which may be allowed by default.

Confirmation of Service

I hereby certify and confirm that I served a true copy of the within
Claim on the
1st Respondent by

_____ *(insert method of service, e.g. handing, posting etc.)*

to

_____ *(insert name of Person to whom Claim was sent)*

on

_____ *(insert date of service)*

and on the 2nd Respondent by

_____ *(insert method of service, e.g. handing, posting etc.)*

to

_____ *(insert name of Person to whom Claim was sent)*

on

_____ *(insert date of service)*

and on the Director General of the G.A.A. by

_____ *(insert method of service, e.g. handing, posting etc.)*

to

_____ *(insert name of Person to whom Claim was sent)*

on

_____ *(insert date of service)*

Signed: _____ Date: _____

FORM 2: RESPONSE TO REQUEST FOR ARBITRATION

("the Reply")

- 1 Name (of Person/Committee/Council/Other Body):
_____ ("the Respondent")
Address: _____

Telephone No. (1): _____
Telephone No. (2): _____
Fax No.: _____
Email address: _____

If the Respondent is a Unit of the Association does it wish to nominate different nominee(s) to those in the Claim? If Yes, please give the following details:

Name (1): _____
Telephone No.: _____ Fax No.: _____
Email address: _____

Name (2): _____
Telephone No.: _____ Fax No.: _____
Email address: _____

- 2 Names and addresses of any further persons/committees/
bodies concerned or affected:
(1) _____
Telephone No.: _____ Fax No.: _____
Email address: _____
(2) _____
Telephone No.: _____ Fax No.: _____
Email address: _____
(use additional sheet for any further names)

- 3 Date Claim Received: _____
4 Does the Respondent confirm or deny the facts stated in
the Claim? If denied, please explain why (use additional
sheet if required):

- 5 Does the Respondent object to furnishing the Claimant
with any of the documents sought and, if so, why?

6 State whether the Respondent is agreeable to all or part of the Remedy claimed, including any Interim Temporary Remedy claimed:

7 Have any matters been agreed in relation to the dispute? If Yes, please specify:

8 Does the Respondent have any proposals for the carrying out of the hearing?
If Yes, please specify:

9 Do you require copies of any documents in the possession or power of the Claimant(s) or any other parties concerned? Yes* / No* (*delete as appropriate)
If Yes, list the documents or categories of documents sought (use additional sheet if required):

1. _____
2. _____
3. _____

I hereby acknowledge/deny that the Claimant has exhausted all available avenues of appeal under the Rules of the Association.

I hereby certify that the facts stated above are true and I acknowledge that if any of these facts is proved to be false, my response to the Claim may be struck out immediately without further consideration

Signed (In Irish): _____
(Respondent or on behalf of the Respondent)

Date: _____

Attach:

A copy of any Rules of the Association relevant to the Reply.

Confirmation of Service

I hereby certify and confirm that I served a true copy of the within
Reply on the Claimant by

(insert method of service, e.g. handing, posting etc.)
to

(insert name of Person to whom Reply was sent)
on

(insert date of service)

and on the Other Respondent by

(insert method of service, e.g. handing, posting etc.)
to

(insert name of Person to whom Reply was sent)
on

(insert date of service)

and on the Director General of the G.A.A. by

(insert method of service, e.g. handing, posting etc.)
to

(insert name of Person to whom Reply was sent)
on

(insert date of service)

Signed: _____ Date: _____

Disputes Resolution Authority

An Córas Eadrána



CONTACT DETAILS

- Secretary - Maitiú Uasal Seách,
(Mr. Matt Shaw)
The Secretary,
DRA,
1 Chapterhouse,
Friars' Mill Road,
Mullingar,
Co. Westmeath.
- Phone Numbers - 044 - 9348412;
Mobile 087/6631111
- Fax Number - 044 - 9343619
- E-Mail Address - secretary@sportsdra.ie

The Disputes Resolution Code, including the relevant forms, together with previous DRA decisions are available at www.sportsdra.ie

Appendix 5 Dr. Croke's Letter

At the founding of the Association the following letter was received from the Most Rev. T. W. Croke, Archbishop of Cashel and Emly:
The Palace, Thurles,
December 18th, 1884

My Dear Sir - I beg to acknowledge the receipt of your communication inviting me to become a patron of the Gaelic Athletic Association, of which you are it appears, the Hon. Secretary. I accede to your request with the utmost pleasure.

One of the most painful, let me assure you, and at the same time, one of the most frequently recurring, reflections that, as an Irishman, I am compelled to make in connection with the present aspect of things in this country, is derived from the ugly and irritating fact, that we are daily importing from England, not only her manufactured goods, which we cannot help doing, since she has practically strangled our own manufacturing appliances, but, together with her fashions, her accents, her vicious literature, her music, her dances and her manifold mannerisms, her games also, and her pastimes, to the utter discredit of our own grand national sports, and to the sore humiliation, as I believe, of every genuine son and daughter of the old land.

Ball-playing, hurling, football-kicking according to Irish rules, 'casting,' leaping in various ways, wrestling, handy-grips, top-pegging, leap-frog, rounders, tip-in-the hat, and all such favourite exercises and amusements amongst men and boys may now be said to be not only dead and buried, but in several localities to be entirely forgotten and unknown. And what have we got in their stead? We have got such foreign and fantastic field sports as lawn tennis, polo, croquet, cricket, and the like - very excellent, I believe, and health-giving exercises in their way, still not racy of the soil, but rather alien, on the contrary, to it, as are indeed, for the most part, the men and women who first imported, and still continue to patronise them.

And, unfortunately, it is not our national sports alone that are held in dishonour and are dying out, but even our most suggestive national celebrations are being gradually effaced and extinguished, one after another as well. Who hears now of snap-apple night, pancake night, or bon-fire night? They are all things of the past, too vulgar to be spoken of except in ridicule by the degenerate dandies of the day. No doubt, there is something rather pleasing to the eye

in the get-up of a modern man, who arrayed in light attire, with parti-coloured cap on and a racquet in hand, making his way, with or without a companion, to the tennis ground. But for my part, I should vastly prefer to behold, or think of, the youthful athletes whom I used to see in my early days at fair and pattern, bereft of shoes and coat, and thus prepared to play at handball, to fly over any number of horses, to throw the 'sledge', or 'winding-stone', and to test each other's metal and activity by the trying ordeal of 'three leaps', or a 'hop, step and jump'.

Indeed if we continue travelling for the next score years in the same direction that we have been going in for some time past, condemning the sports that were practised by our forefathers, effacing our national features as though we were ashamed of them, and putting on, with England's stuffs and broadcloths, her masher habits and such other effeminate follies as she may recommend, we had better at once, and publicly, abjure our nationality, clap hands for joy at sight of the Union Jack, and place 'England's bloody red' exultantly above the green.

Deprecating as I do any such dire and disgraceful consummation, and seeing in your society of athletes something altogether opposing to it, I shall be happy to do all for it that I can, and authorise you now formally to place my name on the roll of your patrons.

In conclusion, I earnestly hope that our national journals will not disdain in future to give suitable notices of these Irish sports and pastimes which your Society means to patronise and promote, and that the masters and pupils of our Irish Colleges will not henceforth exclude from their athletic programmes such manly exercises as I have just referred to and commemorated.

I remain, my dear Sir,
Your very faithful servant,
T. W. CROKE,
Archbishop of Cashel.

To: Mr. Michael Cusack.
Hon. Sec. of the Gaelic Athletic Association.

APPENDIX 6

MICHAEL CUSACK: MAURICE DAVIN: ARCHBISHOP CROKE

It is no injustice to the services rendered by many zealous and constructive persons connected with the establishment of the Gaelic Athletic Association to accord to Michael Cusack, Maurice Davin and Archbishop Croke the greater share of credit for the creation and character of this National Organisation. Each in his own person embodied and imparted to the movement a distinct principle, and the triple union of aims and impulses thus attained constituted a potent National Ideal.

MICHAEL CUSACK conceived in the Association a powerful bulwark against the inroads of alien influences and ideas of existence. He was the uncompromising champion of all distinctive Gaelic traditions, institutions and cultural possessions and fashioned the G.A.A. as a future army of resurgent Gaeldom. He was born in Carron, Burren, Co. Clare, on the 20th September, 1847, and died 27th November, 1906.

MAURICE DAVIN had the same pride in native customs that fostered manliness. His concern was to preserve the dignity and vindicate the prestige of native athleticism and rescue it from humiliating alien influences. As one of an outstanding family of athletes, he resented these, and no one was better fitted to lead the revolt against them. For this, and because of his personal prowess in the arena, Maurice Davin may justly be acknowledged as the "Father of Modern Irish Athletics". He was born in Carrick-on-Suir,

Co. Tipperary, 29th June, 1842, and died on 26th January, 1927.

DR. CROKE brought a third and immeasurably powerful element of strength into the Association when he became its first Patron. As Archbishop of Cashel, his approval was of the utmost importance. It was opportunely forthcoming, and until the day of his death his interest in the well-being and success of the G.A.A. never diminished. When it was threatened with disruption he brought the dissident parties together: when it was assailed he defended it: when it was in need of practical help, he gave it. A lover of all manly outdoor sports belonging to the people, Dr. Croke realised the immense moral benefits to be gained by organisation and discipline, and as an advocate of national independence, he saw in those self-disciplined ranks an invaluable force for the attainment of that long-sought goal. He was born in Mallow, Co. Cork, on 19th

May, 1824, and died on 22nd July, 1902.

So long as the Gaelic Athletic Association exists and so long as our distinctive pastimes flourish in our midst, the memory and services of these three men, Pioneer, President and Patron, to the cause of a Free and Gaelic Ireland must be held in grateful respect.

APPENDIX 6
MICHAEL CUSACK:
MAURICE DAVIN:
ARCHBISHOP CROKE

Appendix 7
GENERAL SECRETARIES/DIRECTORS GENERAL
OF THE GAELIC ATHLETIC ASSOCIATION

Micheál Cíosóg (An Clár)	1884-1885
John McKay, Corcaigh	1884-1885
John Wyse-Power, Cill Dara	1884-1887
J. B. O'Reilly, Baile Átha Cliath	1885-1887
Timothy O'Riordan, Corcaigh	1885-1889
James Moore, An Lú	1887-1888
William Prendergast, Tiobraid Árann	1888-1889
P. R. Cleary, Luimneach	1889-1890
Maurice Moynihan, Ciarraí	1890-1892
Patrick Tobin, Baile Átha Cliath	1891-1894
David Walsh, Corcaigh	1894-1895
Richard T. C. Blake, An Mhí	1895-1898
Frank B. Dineen, Luimneach	1898-1901
Luke J. O'Toole, Baile Átha Cliath	1901-1929
Padraig S. Ó Caoimh, Corcaigh	1929-1964
Seán Ó Síocháin, Corcaigh	1964-1979
(Director General)	
Liam Ó Maolmhichíl, An Longfort	1979-2008
(Director General)	
Páraic Ó Dufaigh, Muineachán	2008-
(Director General)	

Appendix 8 PRESIDENTS OF THE GAELIC ATHLETIC ASSOCIATION

- 1884 - Muiris Ó Daimhín (Tiobraid Árann)
- 1887 - Éamonn Binéid (An Clár)
- 1888 - Muiris Ó Daimhín (Tiobraid Árann)
- 1889 - Peadar S. Ó Ceallaigh (Gaillimh)
- 1895 - Proinsias B. Ó Duinnín (Luimneach)
- 1898 - Micheál Díring (Corcaigh)
- 1901 - Séamus Ó Nualláin (Cill Chainnigh)
- 1921 - Dónal Mac Carthaigh (Baile Átha Cliath)
- 1924 - Pádraig D. Ó Braoin (Loch Garman)
- 1929 - Liam P. Ó Clúmháin (Luimneach)
- 1928 - Seán Ó Riain (Baile Átha Cliath)
- 1932 - Seán Mac Carthaigh (Corcaigh)
- 1935 - Riobaird Ó Caoimh (Laois)
- 1938 - Pádraig Mac Con Midhe (Aontroim)
- 1943 - Séamus Gáirnéar (Tiobraid Árann)
- 1946 - Dónal Ó Ruairc (Ros Comáin)
- 1949 - Micheál Mac Eochaidh (Loch Garman)
- 1952 - Micheál U. Ó Donochadha (Port Láirge)
- 1955 - Séamus Mac Fearáin (Aontroim)
- 1958 - An Dr. S. S. Stiobhairt (Baile Átha Cliath)
- 1961 - Aodh Ó Bróin (Cill Mhantáin)
- 1964 - Alf Ó Muirí (Ard Mhacha)
- 1967 - Séamus Ó Riain (Tiobraid Árann)
- 1970 - Pádraig Ó Fainín (Port Láirge)
- 1973 - An Dr. Dónal Ó Cianáin (Ros Comáin)
- 1976 - Conchúr Ó Murchú (Corcaigh)
- 1979 - Pádraig Mac Floinn (An Dún)
- 1982 - Pádraig Ó Bogaigh (Cill Chainnigh)
- 1985 - An Dr. Micheál Ó Lochlainn (Maigh Eo)
- 1988 - Seán Ó Dubhlainn (Uibh Fhailí)
- 1991 - Peadar Ó Cuinn (Fear Manach)
- 1994 - Seán Boothman (Cill Mhantáin)
- 1997 - Seosamh Mac Donncha (Gaillimh)
- 2000 - Seán Mac Thaidhg (Muineacháin)
- 2003 - Seán Ó Ceallaigh (Ciarraí)
- 2006 - Nioclás Ó Braonáin (Cill Chainnigh)
- 2009 - Críostóir Ó Cuana (Corcaigh)

APPENDIX 3
CLUB
CONSTITUTION
AND RULES

APPENDIX 8
PRESIDENTS OF
THE G.A.A.

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