

**MUNSTER RUGBY SUPPORTERS CLUB
(MRSC)**

**ENDORSEMENT
OF APPROVAL AND ADOPTION.**

THAT THE WITHIN HAS BEEN APPROVED AND ADOPTED BY WAY OF SPECIAL RESOLUTION PASSED BY THE MEMBERS IN SPECIAL GENERAL MEETING HELD AT THE CHARLEVILLE PARK HOTEL ON WEDNESDAY 20TH OCTOBER 2010, IN SUBSTITUTION FOR AND TO THE EXCLUSION OF THE EXISTING CONSTITUTION AND THAT THE CONSTITUTION BE DEEMED ALTERED AND AMENDED ACCORDINGLY.

DATED THE 20th DAY OF OCTOBER 2010.

SIGNED: 
CHAIRMAN OF THE MEETING.


HONORARY SECRETARY.

CONSTITUTION OF THE MUNSTER RUGBY SUPPORTERS CLUB

1. Definitions:

For the purposes of this Constitution, the following words and phrases shall have the following stipulated meanings assigned to them:

- “The Club”** shall mean the Munster Rugby Supporters Club;
- “Munster Rugby”** shall mean the executive responsible for the administration of all Rugby Union Football Teams representing Munster;
- “Munster”** shall mean the province of Munster comprising of the counties of Cork, Clare, Kerry, Tipperary, Limerick and Waterford;
- “Munster Branch”** shall mean the Munster Branch of the Irish Rugby Football Union;
- “Administrator”** shall mean the Supporters Club Manager of Munster Rugby or such other officer of Munster Rugby as may be designated or nominated from time to time to act in such capacity.
- “Branch”** shall consist of all members of the Club resident outside Munster who desire to be associated with Club activities in the geographical defined area of the Branch.
- “CEO”** shall mean the Chief Executive Officer from time to time of Munster Rugby
- “Committee”** Shall consist or comprise of the Honorary Secretary, Club Officers and members of the Committee elected by the members of the Club at each and every annual general meeting to represent their interests in the administration and management of the Club.

2. The Club shall be called the Munster Rugby Supporters Club (“the Club”).

3. Objects

The objects of the Club shall be:

- 3.1 The association in a club of persons interested and involved in the promotion and support of all rugby union football teams representing Munster.
- 3.2 The facilitation and encouragement of fellowship and social intercourse between supporters of rugby union football.
- 3.3 The facilitation and encouragement of fellowship and social intercourse between members of the Club resident outside Munster through Branches of the Club to be set up to assist and facilitate in the organisation of meetings and other activities in specified geographical areas.

3.4 The other advantages and benefits usually associated with a club.

4. Constitution of the Club

The Club is a proprietary club, the proprietor and sole manager of which is the Munster Branch and operated through Munster Rugby.

5. Munster Branch provide Club premises and pay all expenses

5.1 The Munster Branch will provide the Club with Club office premises and everything reasonably necessary for the administration and carrying on of the Club in accordance with its objects and these rules and shall be solely responsible for all expenses so incurred and for the engagement and payment of staff and for catering and all other matters involving expenditure of money.

5.2 (i). The administration and day to day management of the Club shall be carried out by the Administrator.

(ii). The interests of the members shall be represented by the Committee in the overall administration and management of the Club.

5.3 The Club has entered into a Licence Agreement with Thomond Park Stadium Company Limited for the use, enjoyment and benefit of the Munster Rugby Supporters Club Bar on the basis of the terms, covenants and conditions contained therein.

6. Membership

6.1 Membership of the club shall consist of the following categories of membership:

- (a) Full Membership;
- (b) Associate Membership;
- (c) Junior Membership;
- (d) Honorary Life Membership.

6.2

(a) Munster Rugby shall determine the maximum number of each category of member in the club prior to the commencement of each membership year;

(b) Where vacancies arise in the number of Full Members in any membership year such vacancies shall be filled by Associate members in priority by their length of membership;

(c) Where an Associate member offered the option of becoming a Full member declines such offer he shall remain an Associate member and the offer will then be extended to the next most senior Associate member in terms of time, and so forth until all such vacancies have been filled;

(d) There is and shall be no compulsion or obligation on any Associate member to accept any such offer and no refusal of any offer at any time shall constitute a bar

on a similar or further such offer being made to that Associate member at any time in the future;

- (e) A Junior member on attaining 16 years of age shall be eligible to become an Associate Member and any Junior member becoming an Associate member shall retain and continue to benefit from their existing membership number.

6.3 The membership year shall run in time for each category of membership as follows:

- (a) Full Membership year shall run in time from the 1st day of July in each year up to and including the 30th day of June of the following year;
- (b) The Associate Membership year shall run in time from the 1st day of July in each year up to and including the 30th day of June of the following year;
- (c) The Junior Membership year shall run in time from the 1st day of January to the 31st day of December, inclusive, of each calendar year;
- (d) The Membership year for Honorary Members shall be the same as the Membership year for Full Members.

6.4 Honorary Members

The Committee may, subject to the approval of the Administrator and the CEO elect a member deemed to have rendered distinguished service to the Club as an Honorary Member, over and above the complement of Full Members. Honorary Members shall be entitled to all benefits and privileges of full Membership, including the right or entitlement to attend and vote at meetings, but without paying the yearly subscription or any special payment for such Honorary Membership. Honorary Membership shall be personal to the members so elected and shall enure for the lifetime of the member.

7. Rights and Liabilities of Members

- 7.1** Every Full Member of the Club shall, subject to these rules and the bye-laws for the time being in force, be entitled to enjoy in common with the other Full Members of the Club, the Full Membership benefits available and on offer from the Club from time to time, but shall not by reason of his or her membership be under any financial liability save and except for payment of his annual subscription to the Club.
- 7.2** Every Associate or Junior Member shall, subject to these rules and the bye-laws for the time being in force, be entitled to enjoy in common with the other Associate and Junior Members of the Club, the membership benefits available and on offer from the Club from time to time for their respective category of membership, but shall not by reason of his membership be under any financial liability save and except for payment of his annual subscription.
- 7.3** The Administrator and Committee, subject to the approval of the CEO shall determine the benefits, subject to such terms and conditions as are deemed necessary or appropriate, available to the Members of the Club prior to the commencement of each membership year. Membership benefits once declared for a membership year cannot be amended, varied or altered during that membership year.

8. Subscriptions

8.1

- (a) The annual membership subscription for each category of membership shall be determined by the Administrator and the Committee, subject to the approval of the CEO prior to the commencement of each membership year.
- (b) The annual membership subscription is payable at the beginning of each membership year.
- (c) The annual membership subscription shall be payable in one lump sum. Where the terms and conditions applied to membership benefits in accordance with Clause 7.3 require members as a condition of their membership to purchase season match tickets, the Committee and Administrator may offer or provide instalment payment plans for the cost of such season match tickets.

8.2

- (a) The cost of season match tickets required as a condition of annual membership shall be payable in strict compliance with the terms of any such payment plans as may from time to time be approved and adopted by the Committee and Administrator.
- (b) Where more than one season match ticket payment plan is approved and adopted by the Committee, Members shall indicate their payment plan of choice at the time of their application for membership for the coming membership year.
- (c) Notice of all such available season match ticket payment plans shall be given prior to the membership renewal period for each coming membership year. In particular, one month's notice shall be given for the final date for receipt of membership subscription payments and for the final date for receipt of instalments of each season ticket payment plan.
- (d) Members who fail to pay their membership subscription and season match ticket cost in full in accordance with the terms of their season match ticket payment plan of choice shall be deemed to have resigned their membership.

8.3 Application for Membership

- (a) All persons of not less than 16 years of age shall be eligible for Full Membership.
- (b) All persons of not less than 16 years of age shall be eligible for Associate membership.
- (c) All persons less than 16 years of age shall be eligible for Junior membership.

8.4 Applications for membership shall be made on the specified form furnished by the Club for that purpose.

8.5 No application for membership shall be deemed completed until such time as the annual subscription for the membership year in question has been paid on or before the final payment date specified in accordance with the provisions of Clause 8.2 hereof.

- 8.6 It is a condition of each application for membership that the Applicant agrees to be bound by the provisions of this Constitution and the Rules and bye-laws of the Club in force and effect from time to time in the event that their application is successful.
- 8.7 All applications for membership shall be dealt with on a first come - first served basis and in this regard time shall be deemed to be of the essence.
- 8.8 Munster Rugby, in consultation with the Committee reserves the right to refuse any application for membership and shall not be required to furnish any reason for such refusal.
- 8.9 Applicants shall be formally notified of the outcome of their application at the earliest possible opportunity after the expiry of each membership renewal period. Successful applicants will be furnished with an official membership card or such other means of identification as may be approved and adopted by the Committee for such purpose. Unsuccessful applicants shall have their annual subscription refunded but without payment of interest, costs or compensation.
- 8.10 Notice shall be furnished of the renewal period for membership of each membership year, prior to the end of the existing membership year. Notice will be given on a further two occasions of the closing date for renewal of annual membership subscriptions, the final notification shall be not less than 5 days before the closing date for renewal of memberships. Membership subscriptions shall not be paid in arrears, any member who does not renew their membership and submit their annual membership subscription shall be deemed to have resigned their membership effective as of expiry of the existing membership year.

9. Resignation of Members

A member may resign his membership at any time by notice in writing addressed to the Administrator at the offices of the Club but shall be liable for his subscription for the existing membership year during which he resigns and no refund will be made in respect of such subscription previously paid or any part thereof.

10. Avoidance of Membership

Any member who is adjudicated bankrupt or who makes a composition with his creditors under the provisions of any Statute or is convicted of any indictable offence shall immediately cease to be a member of the Club **Provided that**, in the event that his adjudication is annulled or his conviction set aside, the Committee shall, and in any other case, the Committee may, restore him to membership as and from the date when he ceased to be a member.

11. Expulsion of Member for Misconduct

- 11.1 The Committee may expel from the Club any member whose conduct is such as shall in its opinion be deemed to be injurious to the character and or good name of the Club, Munster Rugby, the Munster Branch or the interests of the existing members. Before any such member is expelled, the Committee shall hold an enquiry into the member's conduct and he shall be given full opportunity to defend himself and justify and explain

his conduct. If the majority of the Committee present when the matter is enquired into are of opinion that the member has been guilty of such conduct and that the member has failed to justify or explain such conduct to the satisfaction of the Committee, the Committee shall call upon the member to resign and in the event that such member does not resign within a period of 14 days of such call being put upon him, the Committee shall expel that member from the Club with immediate effect.

- 11.2 An expelled member shall forfeit all privileges of membership and all rights against the Club.
- 11.3 An expelled member shall not be entitled to any refund of his subscription and shall remain liable for his subscription for the membership year during which he was expelled.
- 11.4 An expelled member shall not be eligible for membership of the Club for the duration of the remainder of the membership year in which he was expelled. Such expelled member must, if he so desires to submit an application for membership for any future membership year, first seek out and obtain the consent of the Committee before submitting any future application for membership, such consent can only be obtained on a three-fourths majority of the Committee in considering such application.
- 11.5 For the avoidance of doubt, the sale or attempted sale of any match ticket issued to a member by the Club, whether by way of auction or privately, for a price or cost over and in excess of the tickets face value is automatically deemed and considered an action injurious to the character of the Club for the purposes of this clause. The only exception allowed to this provision is in the case of an auction for charitable purposes where permission has been first sought from and granted by the Administrator prior to any such sale taking place. In granting such permission the Administrator may impose such conditions on the sale of the match ticket as is deemed necessary or appropriate in all the circumstances.

12. **Committee**

The Committee shall exercise the powers given to it by these rules and such other powers of management as the affairs of the Club may from time to time require. The Committee shall consist of not more than eight Full Members nominated by the fully paid up Full Members of the Club eligible to vote.

13. **Powers of Committee**

The Committee shall have the power to settle and adjudicate upon disputes between members arising in the Club, of a kind which are usually referred to the Committee of a members club. The Committee shall also take into consideration all suggestions put before it by the membership of the Club and it shall advise as to what action, is taken or to be taken in respect of each such suggestion.

14. **Officers**

The Committee shall elect from within its own members the following officers: Chairman; Vice-Chairman; Treasurer and PRO. In the event of a tie vote the Administrator shall have the casting vote. The election of members is to take place and be completed on the night of the Annual General Meeting or at the first available opportunity thereafter.

15. Expenses of Officers and Committee

All expenses of the Officers and the Committee reasonably incurred in attending Committee meetings on behalf of the Club will be paid and discharged by the Club. Munster Rugby shall at its sole discretion determine the mileage rate, if any, allowable from time to time in this regard. The combined expenses of the Committee members shall not exceed an agreed sum as stipulated in advance of each membership year by the CEO of Munster Rugby in conjunction with the Administrator in respect of each membership year.

16. Bye-Laws

The Committee may from time to time make, vary and revoke bye-laws not inconsistent with these rules for the regulation of the internal affairs of the Club and the conduct of the members. All bye-laws shall, until revoked by the Committee be binding on all members.

17. Notices

All notices required by these rules and by the bye-laws of the Club to be given to members may be given by (a) pre-paid letter addressed to a member at the last address furnished to the Administrator and it will be deemed to have been given on the day when such letter would have arrived in the ordinary course of post OR (b) by e-mail to the e-mail address furnished by member to the Club for that purpose OR (c) by publication on the Club website (www.mrsc.ie) or any other website under the control and direction of the Club and publication in the Club newsletter ("Red Letter") as may be published by the Club from time to time. It is the responsibility of all members to ensure that their contact details as furnished to the Club are kept and maintained up-to-date and accurate.

18. Disputes to be Settled by Munster Rugby

Any dispute or difference which may arise as to the meaning or interpretation of these rules or the bye-laws or as to any powers of the officers of "the Committee or the validity of any election or proceeding of the Committee shall be determined by the Chief Executive Officer and the Administrator whose decision shall be final and binding on all members of the Club.

19. Private Benefits

19.1 No member shall, except for professional services rendered at the request of the Committee and with the approval of the Administrator on any pretence or in any matter receive any profit, salary or emoluments from the funds or transactions of the Club;

19.2 No member shall give the address of the Club in any advertisement or use the Club address for business purposes;

19.3 No member shall use or seek to use any logo or registered trademark of the Club by way of endorsement of any product or services, save and except on foot of a Contract specifically negotiated on Commercial terms and entered into for such purpose.

20. Amendment of Rules

These rules and any of them may from time to time be revoked, altered or added to by a resolution passed at a general meeting of the Full Members of the Club, by a majority of at least two-thirds of the members being present being Full Members entitled to vote.

21. General Meetings

21.1 First Annual General Meeting

The first Annual General Meeting of the Club took place on the 17th day of May 2004.

21.2 General Meetings of the Club

An Annual General Meeting of the Club shall be held once in every year for the election of the position of Honorary Secretary of the Club, and the election of members to serve on the Committee and for such other business as may be appointed in accordance with the rules and bye-laws. Special General Meetings may be held in accordance with the bye-laws.

21.3 Voting at General Meetings

At all general meetings of the Club every fully paid up Full Member of the Club shall be entitled to be present and to give one vote and no more, upon every question, provided that in the case of equality of votes, the Chairman of the meeting shall have a second or casting vote.

22. Financial Accounts of the Club

22.1 The financial accounts of the Club shall be prepared at the end of each membership year in accordance with the financial year of Munster Rugby. The financial year for Munster Rugby runs from the 1st day of July of each year to the 30th day of June in the subsequent year.

22.2 The financial accounts of the Club shall be prepared by and signed off by the Administrator and shall be independently audited by Independent Professional Auditors after the 30th day of June in each year.

22.3 The audited financial accounts of the Club shall be made available to the Committee at least fourteen days prior to the AGM for viewing, and to Full Members of the Club at the AGM each year. The audited financial accounts of the Club will be available to Full Members for viewing purposes only at the AGM.

23. The Club aims to ensure that no member of the Club receives less favourable treatment on the grounds of gender, colour, ethnic origin, nationality, religion, disability, sexual preference or age or is dis-advantaged by terms or requirements that cannot be shown to be justified. The Club is committed to operate in ways in which the rights and dignity of all members are respected, and which are free from discrimination, prejudice, intimidation and all forms of harassment and bullying.

24. Interpretation

In this constitution;

(a) The singular shall include the plural and vice versa;

- (b) Unless the context or subject otherwise requires, references to words in one gender includes references to the other genders;
- (c) Unless the context otherwise requires, reference to a recital, article, paragraph, provision or clause is to a recital, article, paragraph, provision or clause of this Constitution;
- (d) The headings in this Constitution are inserted for convenience only and do not effect its construction and shall not be taken into consideration or account in their interpretation;
- (e) The expressions “include”, “includes”, “including”, “in particular” and similar expressions shall be construed without limitation.

25. BYE-LAWS

I. GENERAL MEETINGS

1. Date of Annual Meeting

The Annual General Meeting of the Club shall be held in every year at a location and on a day to be nominated by the Administrator in conjunction with the Committee.

2. Notices

Every member of the Club shall be given a minimum of twenty-one days notice of the meeting and such notice shall specify the business to be transacted.

3. Members may call Meeting

If the Committee does not call an Annual General Meeting in any year, any twenty-five Full Members may call such meeting for any day prior to the expiry of each current membership year, by notice in writing, such notice to be signed by each of them and all of them and to be served by registered pre-paid post addressed to the Administrator at the offices of the Club no less than twenty-eight days prior to the date nominated by them for such meetings.

4. Special General Meeting

Special General Meetings may be called at any time by the Committee by giving twenty-one days notice to each Full member, or by any twenty-five Full Members by furnishing an appropriate form of notice in writing, such notice to be signed by each of them and all of them and to be served by registered pre-paid post addressed to the Administrator at the offices of the Club no less than twenty-eight days before the date of such proposed meeting. Any such notice of such Special General Meeting must specify the business intended to be transacted at a Special General Meeting, and no business other than that specified in the said notice shall be transacted at such Special General Meeting.

5. Motions for Consideration

Notices of motion for the Annual General Meeting of any issues to be considered or discussed by the members must be received by the Administrator not less than 28 days prior to the date set for the holding of the Annual General Meeting. All notices of a motion so received by the Administrator must be communicated to Full Members along

with the notice convening the meeting and any amendment to such notice of motion must be received by the Administrator from the Proposers not less than fourteen days before the date fixed for the meeting.

6. Quorum

No business other than the election of officers and Full Members shall be transacted at any general meeting unless at least twenty members, entitled to vote, are present.

7. Voting

Voting at general meetings shall be (save and except at contested elections of officers or Full Members to serve on a Committee) by show of hands or otherwise as the Chairman may direct.

8. Chairman

At all general meetings the Chairman of the Committee shall preside. If the Chairman is not present then the Vice-Chairman of the Committee shall preside. In the event that either the Chairman or the Vice-Chairman is not present within fifteen minutes after the time appointed for the holding of the meeting, the meeting shall choose its own Chairman and such person, when acting as Chairman shall exercise all the powers of Chairman in that regard.

9. Minutes

The Honorary Secretary shall record in a minute book the proceedings of general meetings.

10. Chairman's Decision Final

The Chairman's decision as to the result of the voting on any question shall be final and an entry in the minute book signed by the Chairman of the general meeting within fourteen days of the holding of the general meeting shall be conclusive of the terms of any resolution and of its having been passed.

II. Election of the Committee

11. Tenure of Office

Notwithstanding that the membership year shall run from the 1st day of July in each year to the following 30th day of June, the Committee members shall continue to exercise their powers and functions as Committee members and officers until the holding of the next Annual General Meeting.

12. Casual Vacancies

12.1 If a casual vacancy occurs by the death or resignation of an Officer of the Committee, the vacancy shall be filled by the election of another Committee member to the Officership in question at the next Committee meeting.

12.2 If a casual vacancy occurs by the death or resignation of a member of the Committee, the vacancy shall be filled by the election of another Full member at the next Annual General Meeting. The Committee may, should it so wish or require co-opt a Full member to fill the casual vacancy so arisen until the following Annual General Meeting. The Committee shall give first option to fill any such casual vacancy to the unsuccessful

candidate or candidates, if any, that stood for election for Committee at the last held Annual General Meeting.

13. Proposal of Candidates

13.1 Candidates for election to the Committee must be proposed and seconded by Full Members of the Club. The name of every candidate with the names of his proposer and seconder must be submitted in writing to the Administrator on or before 31st day of July in each year. The names of every such candidate together with the names of the proposers and seconds in each case shall be included in the formal notice convening the Annual General Meeting.

13.2 It shall be necessary for each candidate for election and either the candidates proposer or seconder to be present at the Annual General Meeting.

13.3 In the event that no names or an insufficient number of names of candidates eligible for election to the Committee are received by the Administrator by the 31st day of July in each year, candidates may in such circumstances be proposed at the Annual General Meeting without notice, such candidates must be both proposed and seconded by Full Members of the club, all in attendance at the Annual General Meeting in question.

14. Election by Ballot

If the number of candidates proposed and seconded exceeds the number of vacancies on the Committee, voting shall then take place by secret voting paper or ballot. The voting paper or ballot shall be provided to the members at the meeting by the Committee; counting of votes shall take place under supervision of a scrutineer to be nominated or appointed by the Administrator, such scrutineer not being either an existing Committee member or a candidate for election.

III Election of Honorary Secretary

15. Annual Election of Honorary Secretary

15.1 An Honorary Secretary shall be elected at the first and every subsequent Annual General Meeting of the Club, to hold office until the next Annual General Meeting, when he shall be eligible for re-election.

15.2 A casual vacancy occurring by death or resignation during the year of office of the Honorary Secretary shall be filled by the Committee appointing one of its own number, or some other Full member of the Club to be Honorary Secretary until the next Annual General Meeting.

IV Proceedings of the Committee

16. Proceedings of Committee

The Committee shall in accordance with clause 17 hereof elect its own Chairman, Vice-Chairman, Treasurer and PRO from within its own members and shall regulate its own procedure.

17. Meetings of Committee

The Honorary Secretary shall call meetings of the Committee at least five times in every membership year. Additional meetings may be called by the Honorary Secretary and shall be called by him if so requested by the Chairman or any two members of the Committee.

18. Notice of Meetings

All members of the Committee shall be given four days prior notice by e-mail or phone call or text message of all Committee meetings.

19. Quorum

A quorum for all Committee meetings shall be four members. If there is no quorum present at two consecutive Committee meetings, the Secretary shall notify the Administrator and the Administrator in such circumstances shall at his discretion have the power to replace all of those Committee members who did not attend those meetings without any furnishing prior notification of their inability to so attend.

20. Votes

Every member of the Committee shall have one vote on every question and in case of equality of votes, the Chairman or other member presiding at the meeting shall have a second or casting vote.

21. Minutes

The Honorary Secretary shall keep minutes of the proceedings of each meeting, which shall be read and confirmed at the next meeting. A copy of such minutes signed by the Honorary Secretary and Chairman presiding at such meeting shall be deemed conclusive evidence of the business conducted at each such meeting.

22. Sub-Committees

The Committee may appoint sub-Committees to conduct and stipulate their terms of reference to conduct various items of business. The Committee may depute to any and all sub-Committees any of its powers, save and except those relating to the election and expulsion of members. Membership of any sub-Committee shall include at least two Committee members.

23. Membership Benefits

Whilst recognising that this Constitution provides that the benefits of membership of the Club are to be decided upon by the C.E.O., the Administrator and the Committee in unison, it is hereby acknowledged and confirmed to be the stated policy and wish of the members of the Club that the following criteria is applied in the prioritisation of distribution of membership benefits and the Committee are required to use their best endeavours to ensure such criteria is administered in the following manner:

- A. Within each category of membership, members with a combined season ticket (i.e. a season ticket for both Thomond Park Stadium and Musgrave Park) will have priority over fellow members within the same category with a single – venue season ticket (i.e. a season ticket for either Thomond Park Stadium or Musgrave Park). Members with a single-venue season ticket will in turn have priority over members with no season ticket.