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# GAA OFFICIAL GUIDE 2021



# GAELIC ATHLETIC ASSOCIATION

(Established 1884)

## Official Guide - Part 1

Containing the Constitution and Rules of the G.A.A.,  
revised and corrected up to date, and published by  
authority of the Central Council.

This publication replaces  
all previous versions published.

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# Part 1

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## **THE GAELIC ATHLETIC ASSOCIATION**

The Gaelic Athletic Association today is an organisation which reaches into every corner of the land and has its roots in every Irish parish. Throughout the Country, legions of voluntary workers willingly make sacrifices to promote its ideals and carry its daily burdens. Why does the Association receive this unselfish support?

Those who play its games, those who organise its activities and those who control its destinies see in the G.A.A. a means of consolidating our Irish identity. The games to them are more than games - they have a national significance - and the promotion of native pastimes becomes a part of the full national ideal, which envisages the speaking of our own language, music and dances. The primary purpose of the G.A.A. is the organisation of native pastimes and the promotion of athletic fitness as a means to create a disciplined, self-reliant, national-minded manhood. The overall result is the expression of a people's preference for native ways as opposed to imported ones.

Since she has not control over all the national territory, Ireland's claim to nationhood is impaired. It would be still more impaired if she were to lose her language, if she failed to provide a decent livelihood for her people at home, or if she were to forsake her own games and customs in favour of the games and customs of another nation. If pride in the attributes of nationhood dies, something good and distinctive in our race dies with it. Each national quality that is lost makes us so much poorer as a Nation. Today, the native games take on a new significance when it is realised that they have been a part, and still are a part, of the Nation's desire to live her own life, to govern her own affairs.

# CHAPTER 1 - AIMS AND ETHOS

## 1.1 Name

The name of the Association is:  
“The Gaelic Athletic Association”.

## 1.2 Basic Aim

The Association has as its basic aim the strengthening of the National Identity in a 32-County Ireland through the preservation and promotion of Gaelic Games and pastimes. It is the International Governing Body responsible for the promotion of Gaelic Games and the Aims and Ethos of the Association.

## 1.3 National Games

The Association shall promote and control the National games of Hurling, Gaelic Football, Handball and Rounders, and such other games, as may be sanctioned and approved by Annual Congress.

## 1.4 Additional Aims

- (a) The Association shall actively support the Irish language, traditional Irish dancing, music, song, and other aspects of Irish culture. It shall foster an awareness and love of the national ideals in the people of Ireland, and assist in promoting a community spirit through its clubs.
- (b) The Association shall promote its aims amongst communities abroad through its International Units and World GAA.
- (c) The Association shall support the promotion of Camogie and Ladies Gaelic Football.
- (d) The Association shall use all practical endeavours to support Irish Industry especially in relation to the provision of trophies and playing gear and equipment.

## 1.5 Dedication

The Association and its resources shall be used for and dedicated solely to the above aims.

## 1.6 Irish/English Versions of Rules

The Rules of the Association shall be published in Irish and in English.

## **1.7 Use of Irish in Official Documents/Correspondence**

Official documents and correspondence shall have the following in Irish:

- (a) The name of the Club/Committee being represented (where a Club/Committee is involved).
- (b) The signature of the sender, subject to Rule 4.6(e).
- (c) The name and address of the addressee, where used, including on envelopes.
- (d) Printing and signatures on official cheque books and cheques in payment of fees.
- (e) Full names of players and signature of Secretary or Assistant Secretary, or the Official-in-Charge of the team, whose name must be officially notified in advance to the Committee-in-Charge of the competition, as per Rule 4.5, on Official List of players for games.

Correspondence and documents not complying shall be ruled out of order, but may, subject to any time limit specified by Rule or by the Committee-in-Charge, be resubmitted in compliant form.

### **Exceptions:**

- (1) In the cases of unusual surnames or where there is more than one form of a surname in Irish, the English form of the surname may be added for the purpose of identification.
- (2) In cases where there is no Irish form of a name.
- (3) Names mentioned in Referees' Reports may be in English.
- (4) In the Electronic Registration of Members and Players (Rules 2.2 and 2.3), it is optional to have the addresses in either Irish or English.
- (5) It is optional to have Fixtures Notifications in Irish or in English or in both Irish and English.

## **1.8 National Flag and Anthem**

- (a) The National Flag should be flown at games in accordance with protocol.
- (b) Where the National Anthem precedes a game, teams shall stand to attention, facing the Flag, in a respectful manner. In Hurling, players shall remove their helmets during the National Anthem.

## 1.9 Units/Jurisdiction

The Association is a democratic organisation comprising the following units:

- (a) Clubs
- (b) County Committees
- (c) Provincial Councils
- (d) Central Council
- (e) Annual Congress

Members of the Association shall, by virtue of their membership, be subject to the jurisdiction of the Association's Rules, Bye-Laws and Regulations, which shall govern the relationship between the various units, between members, and between members and units.

Members and units shall be bound to resolve any and all disputes that arise, within the framework of the existing procedures, the Appeals System, and the Dispute Resolution Provisions as set out in these Rules.

Members shall not resort to court proceedings in disregard of these procedures, the Appeals System and the Dispute Resolution provisions.

## 1.10 Amateur Status

The Association is an Amateur Association. A player, team, official or member shall not accept payment in cash or in kind in conjunction with the playing of Gaelic Games. A player, team, official or member shall not contract himself/itself to any agent other than those officially approved by Central Council. Expenses paid to all officials, players, and members shall not exceed the standard rates laid down by the Central Council. Members of the Association may not participate in full-time training. This Rule shall not prohibit the payment of salaries or wages to employees of the Association.

**Penalty:** Twenty four weeks Suspension or Expulsion.

## 1.11 Non-Party Political

The Association shall be non-party political. Party political questions shall not be discussed at its meetings, and no Committee, Club, Council or representative thereof shall take part, as such, in any party political movement. A penalty of up to twenty four weeks suspension may be imposed for infringement.



### **1.12 Anti-Sectarian/Anti-Racist**

The Association is Anti-Sectarian, Anti-Racist and committed to the principles of inclusion and diversity at all levels. Any conduct by deed, word, or gesture of sectarian or racist nature or which is contrary to the principles of inclusion and diversity against a player, official, spectator or anyone else, in the course of activities organised by the Association, shall be deemed to have discredited the Association.

### **1.13 Safeguarding of Children/Young People (Under 18 Years of Age)**

- (a) The Association shall safeguard and promote the interests and wellbeing of all those under 18 years of age who are involved in its games and related activities.
- (b) The Association shall take all practical steps to protect them from all discernible forms of abuse, from harm, discrimination or degrading treatment, and shall respect their rights, wishes and feelings.
- (c) Central Council shall have in place a Code of Behaviour (Underage) for the protection and safeguarding of children/young people under 18 years of age (including the disciplinary and other procedures to be applied in the event of the breach of the Code) and shall be entitled to amend or revoke any provision of the Code from time to time. The Code shall provide for the manner in which it is determined whether the procedures under the Code or the provisions of Rule 7 shall be invoked in any particular case.
- (d) The Code shall specify the disciplinary procedures to be applied for breaches of the Code. This Rule shall give and constitute authority for the carrying out of all functions and actions in accordance with the Code and Guidelines.
- (e) Central Council shall have in place the GAA Guidance for Dealing with and Reporting Allegations or Concerns of Abuse. Allegations and complaints of abuse shall be dealt with exclusively in accordance with the provisions of these Guidelines and not under any other provision of these Rules or under the Club Constitution and Rules.

(See Appendix 2.)

### **1.14 Code of Conduct.**

The Central Council shall adopt a Code of Conduct for Officers, Members, Players, Parents/Guardians, Mentors, Supporters, Match Officials, Teams, Units and Non-Members, defining appropriate behaviour and practices. The Code shall

specify the disciplinary procedures to be applied for breaches of the Code. This Rule shall give and constitute authority for the carrying out of all functions and actions in accordance with the Code.

### 1.15 **Betting**

A Player, a Team, a member of a Team Management or a Match Official involved in a Game is strictly prohibited from betting on the outcome of any aspect of the Game concerned.

**Penalty:** A breach shall be penalised in accordance with Rule 7.2(e).

### 1.16 **Anti-Doping Rules/Doping Control Committee**

- (a) The Association forbids the use of prohibited substances or methods, a practice generally known as doping in sport. The Rules of the Association regarding doping are the Irish Anti-Doping Rules as adopted by Sport Ireland and as amended from time-to-time (“the ADR”).

The latest version can be downloaded from <http://sportireland.ie/anti-doping>

The Rules contained in the said ADR shall have effect and be construed as Rules of the Association. International Units shall comply with the Anti-Doping legislation in their respective Countries of operation.

Central Council shall establish a committee known as the Doping Control Committee and shall designate to it such functions of the Association in relation to the prevention of doping in the games of the Association as it deems suitable.

#### (b) **Senior Inter-County Championship**

A player who wishes to participate in a Senior Inter-County Championship game must have completed the GAA’s online anti-doping education course in that Championship year.

**Penalty:** A One Match Suspension in the same Code and at the same Level applicable to the next game in the combination of the National League/ Inter-County Senior Championship, even if the game occurs in the following year.

(c) **National Leagues**

A player who wishes to participate in a game in the National League must have completed the GAA's online anti-doping education course within the previous 12 months.

**Penalty:** A One Match Suspension in the same Code and at the same Level applicable to the next game in the combination of the National League/ Inter-County Senior Championship, even if the game occurs in the following year.

**1.17 Sponsorship**

- (a) The Central Council and its subsidiary Councils and Committees shall have authority to negotiate sponsorship which shall include the naming rights for stadia, stands and terraces in accordance with regulations drawn up from time to time by the Central Council.
- (b) The Management Committee shall have the power to negotiate and administer sponsorship and naming rights on behalf of the Central Council.
- (c) Any agreement entered into by the Central Council in respect of its units shall be binding upon all Association units.
- (d) Sponsorship by a betting company of any competition, team, playing gear or facility is prohibited.

**Penalty:** Any unit which breaches the Rule shall be liable to disqualification and/or loss of expenses, and an individual to a suspension of not less than twenty four weeks.

**1.18 Playing Gear and Equipment**

- (a) All jerseys, shorts, stockings, tracksuits (tops and bottoms) and kitbags, worn and/or used for official matches, in pre-match or post-match television or video interviews, player walk-ups and photographs, shall be of Irish manufacture. This requirement shall also apply to replica playing gear.

**Branding**

- (b) The Association's corporate logo shall be displayed on all jerseys worn by players during official matches, in pre-match and post-match television or video interviews, player walk-ups and photographs.
- (c) Only in accordance with an officially approved Sponsorship Agreement may a Sponsor's brand name(s), distinctive marks or logo be displayed on Jerseys, tracksuits and kitbags of players.

A Sponsor's brand name(s), distinctive marks or logo shall not be displayed on the shorts or body of a player or match official.

- (d) A Club shall not be entitled to enter into a sponsorship agreement with regard to the use of sponsor's brand name(s), distinctive marks or logo on playing gear unless it has obtained the prior written approval of the County Committee.
- (e) A County shall not be entitled to enter into a sponsorship agreement with regard to the use of a sponsor's brand name(s), distinctive marks or logo on playing gear unless it has obtained the prior written approval of the Central Council.  
The County Sponsor's brand name(s), distinctive marks or logo only shall be displayed on jerseys and replica jerseys as per specifications approved by the Central Council.
- (f) The total area of the sponsor's brand name(s), distinctive marks or logo on jerseys shall not exceed an area of 350 square centimeters. That area shall be calculated by measuring the total area, including background highlighting, covered from one extremity to the other. The calculation of the size does not refer to the area covered by individual letters of a name or distinctive marks or logo but to the total area. Additional branding on other area(s) of jerseys and replica jerseys shall be allowed as per specifications approved by Central Council.
- (g) A brand name(s), distinctive marks of logo or other advertising material shall not be displayed on boots, gloves, hurleys, kicking tees, hand-guards, sweatbands, undergarments, headbands or helmets or on any other item of playing equipment or accessories worn or displayed during official matches or in pre-match or post-match television or video interviews or photographs, other than the manufacturer's or supplier's brand name(s), distinctive marks or logo.
- (h) A manufacturer's or supplier's brand name(s), distinctive marks or logo may not be displayed on items of playing gear as set out in sub clause (a) of this Rule unless such items are included in an Official Licence Agreement previously approved by the Management Committee of the Central Council. A brand name(s), distinctive marks or logo of any nature shall not be displayed on stockings.

- (i) Other than in accordance with sub clauses (c) and (h), no other brand name(s), distinctive marks or logo or other advertising material shall be displayed on jerseys, shorts, tracksuits or kitbags.
- (j) The acceptance of playing gear and/or equipment by any unit of the Association shall be permitted on the following conditions:
  - (i) Compliance with the sub-clauses of this Rule;
  - (ii) The presentation of the playing gear and/or equipment is made to Officers of the appropriate Unit of the Association; and
  - (iii) The playing gear and/or equipment complies with the Playing Gear and Equipment Regulations as ratified from time to time by Central Council.
- (k) A unit, team, player, official or member shall not contract itself/himself to wear or use any particular brand of playing gear, equipment or accessories unless such playing gear, equipment or accessories fully comply with the provisions of Rule.
- (l)
  - (i) No brand name(s), distinctive marks of logo or other advertising material relating to alcohol companies, public houses, or off licence premises, shall be displayed on the playing gear, as set out in sub-clause (a), or any additional gear /equipment, as set out in sub-clause (g) belonging or relating to teams catering exclusively for young people under 18 years of age.
  - (ii) Sponsorship of teams catering exclusively for young players under 18 years of age by alcohol companies is prohibited.

**Penalty:**

Any unit or team in breach of this Rule shall be liable to disqualification and/or loss of expenses, and an individual(s) to a suspension of not less than twenty four weeks or to expulsion.

### 2.1 Membership

- (a) There shall be three types of Membership of the Association:
- (i) Full Membership, for persons over 18 years (i.e. shall have celebrated their 18th birthday prior to January 1st of the Membership Year.
  - (ii) Youth Membership, for persons Under 18 and Over 9 years (i.e. shall celebrate their 18th birthday on January 1st of the Membership Year or on a later date and shall have celebrated their 9th birthday prior to January 1st of the Membership Year).
  - (iii) Child Membership, for children Under 9 years (i.e. shall celebrate their 9th birthday on January 1st of the Membership Year or on a later date).  
On expiration of a Child Membership of the Association, a person may apply for Youth Membership of the Association through a Club for which he is eligible to play.
- (b) Membership of the Association shall be granted only by a Club, to persons who subscribe to and undertake to further the aims and objectives of the Gaelic Athletic Association, as stated in the Official Guide.
- (c) A person becomes a Full or Youth Member of the Association when he is approved as a Full or Youth Member respectively of a Club. Once granted, Full Membership of the Association shall continue for life, and Youth Membership shall continue until the end of the year in which the member celebrates his eighteenth birthday, at which time his next membership subscription payment will automatically be as a Full Member, unless the member resigns in writing, or is expelled in accordance with the Official Guide.  
A Member who resigns his membership of the Association and thereafter seeks to re-apply for membership shall be restricted to making such application to the Club of which he was a member immediately prior to his resignation.
- (d) The rights of a Member of the Association shall be conditional upon the member complying with the Rules

and Regulations of the Association and Club, including payment of any Annual Membership Fees and Levies. Such rights may be withheld, restricted or suspended in accordance with the Rules of the Association and Club. Subject to the foregoing, only Registered Full Members shall be entitled to vote at Club Meetings, including the Annual General Meeting.

- (e) The Rules and Regulations governing application for Membership shall be set out in the Official Club Constitution.
- (f) The Membership of the Gaelic Athletic Association shall run from 1st January to the 31st December each year.
- (g) Only a Full Member who has paid his annual Club subscription by the due date set by the Executive Committee of the Club. (which shall be prior to March 31st each year) shall be eligible to vote at, nominate for, or seek election to the Executive Committee at any following General Meeting of the Club held up to and including the due date for payment of the annual Club subscription in the following Membership Year. The onus is on the member to prove he paid his membership subscription.

## **2.2 Registration of Members**

- (a) Before April 1st, a Club Registrar shall submit annually to Central Council, by the process of Electronic Registration, a list, in the Irish Language (except as provided for in Rule 1.7) of Full Members who have fulfilled their Annual Subscription requirement in accordance with Article 6.2 of the Club Constitution and Articles. This list shall include the full name and address of each Full Member.

A copy of the Club's Registration shall be forwarded by e-mail by Central Council to the County Secretary and Divisional Secretary, where applicable.

- (b) Before April 1st, a Club Registrar shall submit annually to the Central Council, by the process of Electronic Registration a list, in the Irish Language (except as provided for in Rule 1.7) of Youth Members of all ages Under 18 years who have fulfilled their Annual Subscription requirement in accordance with Article 6.2 of the Club Constitution and Articles. This list shall include the full name, address and date of birth of each Youth Member.

A copy of the Club's Registration shall be forwarded by e-mail to the County Secretary, and where applicable to the Secretaries of Divisional, County Minor and County Juvenile Committees.

- (c) It is optional to have the addresses of Full and Youth Members registered in either Irish or English.
- (d) Clubs shall submit through the County Secretary, an annual fee of €2 for every Full Member who has paid his Club Membership fee for the year.
- (e) Each Member shall be allocated a Registration Number by Central Council. The member shall retain this number while a member of the Gaelic Athletic Association.

### **2.3 Registration of Players**

- (a) A Club Registrar shall submit annually to Central Council, by the process of Electronic Registration, separate Registers in the Irish Language (except as provided for in Rule 1.7) of the Club's Adult, Under 21/20, Minor and Juvenile (all grades) players. A player is to be included in only one of the Registers.

A copy of the Club's Registration shall be forwarded by e-mail by Central Council to the County Secretary, the Divisional Secretary, where applicable, and the County Minor and Juvenile Committees, as appropriate. This list shall include the full name, address and date of birth of each player.

- (b) It is optional to have the addresses of Players registered in either Irish or English.
- (c) Additional Registrations may be made subsequently. A Player must be registered at least three days before a game.
- (d) A Register of Players shall be available for inspection to the Secretary of any Unit, upon demand in writing.

**Penalty:** The Penalty for playing a non-registered player shall be:

**On a proven Objection** - Award of Game to the Opposing Team.

**On an Inquiry by Committee-in-Charge** - Forfeiture of Game without Award of Game to the Opposing Team, or Fine, depending on the circumstances.



## CHAPTER 3 - ORGANISATIONAL STRUCTURES: COMPOSITION, POWERS AND FUNCTIONS

### THE CLUB

#### 3.1 The Club

- (a) The Club is the basic unit of the Association, and its object shall be the promotion at local level of the Association's aims, as stated in this Official Guide.
  - (b) A Club shall be obliged to obtain a current copy of the Official Guide, and its members shall be deemed to have full knowledge of the Rules and Regulations in it, and shall be bound by them. A Club shall be held responsible for the conduct of its members and known partisans.
  - (c) A Club shall be a Unit eligible to participate in a Senior, Intermediate or Junior Championship Competition.
- Exception:

The Management Committee of the Central Council may consider an application for deviation from this Rule submitted in writing by a County Committee and if approved shall determine its Terms.

#### 3.2 Affiliation

- (a) Before April 1st a Club shall submit annually to Central Council, by the process of Electronic Registration, a list in the Irish Language (except as provided for in Rule 1.7) of the names of the Club's Executive Committee. A copy of the list shall be forwarded by e-mail by Central Council to the County Secretary.
- (b) A Club shall affiliate annually with the County Committee on a standard affiliation form, which shall include the names of the Club Executive Committee, the Club colours and alternative colours and shall confirm that it has adopted the appropriate form of the Official Club Constitution and Articles. A Club affiliation shall not be accepted unless a Club has held an Annual General Meeting within the preceding 48 weeks.
- (c) Before a Club may take part in any competition, an affiliation fee of €20 shall be paid for the year to the County Committee. Entry fee for Championships shall be €20 for each adult team and €8 for each under-age

team, except where County Bye-Laws provide for a higher amount.

### **3.3 Affiliation of a New Club**

An Application for the affiliation of a New Club shall be made to the County Committee and shall be signed by at least fifteen playing members indicating their willingness to seek membership of the New Club having first complied with the relevant rules on Membership and Transfers contained in the Official Guide, where applicable. Being satisfied that the aforementioned have been complied with, the County Committee may approve the application for affiliation subject to such terms and conditions as are deemed appropriate or may reject the application if, in the opinion of the County Committee, the approval of the affiliation would not be in the best interests of the promotion of football and/or hurling within the County.

### **3.4 Club Name**

A Club shall not be named after a living person or after any existing political or semi-political organisation. It must bear a name in the Irish language.

A motion to change the name of a Club requires a two thirds majority of members present, entitled to vote and voting at a General Meeting.

### **3.5 Club Constitution and Rules**

The Official Club Constitution approved by Congress and set out in Appendix 5 of this Official Guide, shall govern the affairs of all Clubs. Each Club shall adopt the appropriate form of the Official Club Constitution at a General Meeting. Additions to and Amendments of a Club's own Constitution may be made at a General Meeting, as prescribed in Article 14.1 of the Official Club Constitution, provided that they do not conflict with the Official Club Constitution and Articles or the Official Guide and that they are submitted in writing to, and be approved by, the County Management Committee.

### **3.6 Expulsion of Club**

If a Club is expelled from the Association, and there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, 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 Association, to be disposed of as such County Committee shall direct.

### **3.7 Winding Up a Club**

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. 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, officers or employees of the Club, but the Trustees shall continue to hold same in trust for the appropriate County Committee of the Association, to be disposed of as such County Committee shall direct, but they shall in no instance pay or distribute the property amongst the members, officers or employees.

Any decision to wind up a Club shall be subject to the approval of the County Committee.

Notwithstanding the above, where a Club fails to comply with Rule 3.2 (Affiliation) and/or fails to take part in any competition in two consecutive Competition Years the Club shall be deemed to be wound up, with the foregoing provisions of this Rule having full effect as if the decision to wind up was otherwise taken and approved in accordance with the procedure outlined.

### **3.8 Amalgamation of Clubs**

A resolution to amalgamate two or more Clubs shall be passed only at General Meetings of the Clubs concerned, specially summoned for the purpose of such resolution, if supported at each of the respective meetings by not less than three quarters of those present, entitled to vote and voting.

A vote to amalgamate shall be by secret ballot. A resolution to amalgamate shall be made prior to the 30th of November, in the year preceding the taking place of the proposed amalgamation.

Upon such amalgamation, all property, assets and liabilities of the Clubs involved shall be transferred to and vested in the Amalgamated Club.

The players of the Clubs involved shall be deemed to be players of the Amalgamated Club.

Any decision to amalgamate clubs shall be subject to the approval of the County Committee.

**3.9**

### **Loss of Rights of Club**

A Club which does not take part in a Junior, Intermediate or Senior Championship, either as an individual Unit, or as part of a Group Senior or Intermediate team allowed under Rule 3.19(m), shall lose representation on County and other Committees, and shall not be entitled to make nominations, table motions, or participate at the Annual Convention, subject to any deviation allowed under Rule 3.1.

# THE COUNTY

## CONVENTION

### 3.10 **Convention**

An Annual County Convention shall be held before 18th December. It shall consist of the Officers and Members of the outgoing Committee (voting rights as on the Committee) and two delegates from each Club which competed in a Junior or higher grade Championship of the current year. A newly elected Officer, unless a member of the outgoing County Committee or a delegate, shall not have the right to vote at any stage of the Convention.

In special circumstances, a County Committee may summon a Special Convention. Representation and Notice shall be determined by the County Committee.

### 3.11 **Elections**

Subject to the Exceptions hereunder:

- (a) The Annual County Convention shall elect the following Officers of the County Committee: Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, if desired; Treasurer, Assistant Treasurer, if desired; Coaching Officer, Officer for Irish Language and Culture, Public Relations Officer, and Hurling Officer, if desired; and shall appoint a Development Officer and a Children's Officer recommended by the outgoing County Committee. A member shall not hold more than one of the above Officerships at any given time.  
The Officers elected/appointed shall hold office until the conclusion of the next Annual Convention.
- (b) A member who has served five years either consecutively or cumulatively, in a specific Officership, shall be ineligible to hold that Officership for the five year period following immediately after serving the fifth year in that Office.

#### **Exceptions to (a) and (b) above:**

- (1) Where a County Committee, with permission of the Central Council, has appointed a Secretary for a period in excess of one year, that Officership shall not be subject to Election or to the provision of Section (b).
- (2) Where a County Bye-Law provides that the positions of Treasurer and/or Children's Officer are/is not subject to a maximum number of years in office, the provision of Section (b) does not apply.
- (c) Subject to the limitations set out at (b), a County Bye-Law

may make provision regulating and controlling eligibility/tenure for election to the Officer positions outlined in Section (a).

- (d) It shall further elect: Two representatives on Provincial Council and one representative on Central Council, who shall hold office respectively for the term of the ensuing Provincial and Central Councils.
- (e) Should a vacancy arise in the Officerships of the County Committee or in a County's representation on Central or Provincial Council, it shall be filled on the basis of (a) Nomination by Clubs, (b) ballot vote of Officers and Members of the current County Committee.
- (f) Voting to fill the Elective positions specified above shall be by secret ballot and on the basis of the Proportional Representation system.

### **3.12 Delegates**

County Convention shall elect or authorise selection and/or election of:

- (a) Delegates to attend Annual Congress, who shall include the Chairperson and County Secretary, when available.
- (b) Delegates to attend the Provincial Convention.

### **3.13 Nominations**

A candidate for any of the positions outlined in Rule 3.11, excepting the Children's Officer and Development Officer, shall be nominated by a Club. Such nominations shall be submitted on the nomination form, which shall be sent to each Club at least six weeks prior to the County Convention, and which shall be completed and returned to the County Secretary at least four weeks prior to the Convention.

### **3.14 Motions**

Motions for consideration by the County Convention shall be submitted only by Clubs and the County Committee. Motions from Clubs shall be submitted on the motion form, which shall be sent to the Clubs at least six weeks prior to the County Convention, and which shall be completed and returned to the County Secretary at least four weeks prior to the Convention. Motions from Clubs shall have been approved by a meeting of the Executive Committee or AGM of the Club and the date of such meeting shall be shown on the motion form.

### **3.15 Agenda and Notice**

The County Secretary shall send an agenda, which shall include his Report and the Audited Accounts for the preceding financial year ending on 30th September, with the nominations and motions, to each Club Secretary and to the Members of the outgoing County Committee, at least one week before the Convention.

A copy of these documents and the County Grounds Accounts for the preceding financial year ending 30th September shall, at the same time, be forwarded to the Central and Provincial Councils. Failure to do so may involve suspension.

### **3.16 Forwarding of Motions**

Except as provided in Rule 3.19(k), a County shall only send forward to Provincial Convention or Annual Congress motions which have appeared on the circulated agenda of the County Convention, and have received its approval. Where a motion is submitted originally by a Club, the Club name along with the County name shall appear on Congress documentation. A County Convention may submit an amended motion to Congress, provided such amendment does not alter the essential meaning of the original motion submitted.

### **3.17 County Bye-Laws**

County Conventions shall make Bye-Laws which shall be reviewed on an annual basis and forwarded for sanction to the Management Committee of Central Council within two weeks of the date of Convention. New or amended bye-laws as proposed by Counties shall not become operative until sanctioned.

County Bye-Laws shall not be contrary to a Rule in the Official Guide. They shall not place a restriction on when Club Fixtures are played or govern postponement of fixtures, as such matters constitute powers of the Competitions Control Committee.

The Management Committee may, for the purpose of compliance with the General Rules and standardisation, and following consultation between its Rules Advisory Committee and the County Committee concerned, approve amendments to a Bye-Law submitted for sanction. Such a Bye-Law shall become operative immediately and without the necessity of it receiving further approval of a County or Special Convention. Motions to remove or amend an existing Bye-Law shall be carried by three-fifths of those present, entitled to vote and voting.

# THE COUNTY

## COMMITTEE

### 3.18 Committee

- (a) A County is a Unit recognised as such by the Central Council.
- (b) A County Committee shall consist of the Officers, the Central and Provincial Council Representatives (who shall be ex-officio members), other representatives of District or other Committees or Clubs as set out in the County Bye-laws, the County Referees' Administrator and a representative of each of the following Committees: County GAA Handball (where applicable), County Primary Schools, County Post-Primary Schools, and, if desired, up to two members of the Association nominated by the Chairperson and Secretary, subject to their approval by the County Committee.
- (c) The number of voting members of a County Committee shall be set out in the County Bye-Laws. A full time County Secretary shall not have voting rights in that capacity on the Committee.
- (d) The County Committee shall hold office until the conclusion of the next Annual Convention. It shall be subject to the authority of the Provincial and Central Councils.
- (e) A member absent, without just cause, from three consecutive meetings shall automatically become disqualified from membership of the Committee for that year. This shall also apply to all members of Sub-Committees.
- (f) Where Clubs are not represented on the County Committee, general meetings involving the Clubs shall be held at least twice a year.
- (g) District or other Committees or Clubs may, not later than the 31st August in any year, notify the Secretary of the County Committee in writing of the appointment of a replacement representative on the County Committee. Such representative shall thereafter assume full membership of the County Committee until the conclusion of the following County Convention.

### 3.19 Powers

A County Committee shall be the governing and controlling



body of all the affairs of the Association within the County, excepting those functions reserved to the Provincial Council and Central Council under this Official Guide. The following shall be the powers of the County Committee:

- (a) To control Club affiliations. This shall include the power to approve or disapprove the Winding-up of a Club or the Amalgamation of Clubs.
- (b) To manage County hurling and football competitions, subject to the provisions in Rules 3.30(k) and 3.31.
- (c) To determine all matters relating to the management and selection of its Inter-County teams.
- (d) To make Regulations governing:
  - (i) Competitions under its control but it shall not place restrictions on the Competitions Control Committee in its scheduling of Games.
  - and
  - (ii) Other matters incidental to its powers, functions and operations.

A Regulation once adopted shall remain in force unless altered or deleted by a simple majority of those present, entitled to vote and voting.

Alterations may be considered only on an annual basis.

- (e) To provide for the security and development of Association property within its jurisdiction.
- (f) To appoint a Full-Time County Secretary or other Full-Time Administrator, subject to permission from the Central Council and a process and conditions determined by the Management Committee on behalf of the Central Council.
- (g) To draw up short-term (one-year) and long term (three/ five year) plans for all activities within its jurisdiction, and to report on same to Provincial Convention.
- (h) To appoint a County Referees' Administrator.  
The maximum period of office shall be five years. If a member is appointed to the position 'in term' twenty six weeks or less before the next Convention, that time served shall not be considered as part of the five years' period.
- (i) To appoint a County Safety Officer.
- (j) To make the necessary appointments agreed in Central Council's policies and procedures for the protection of children.
- (k) To submit one motion to the Annual Congress.

- (l) To form Divisional Sub-Committees and other Sub-Committees (e.g. Football, Hurling, Minor and Youth Sub-Committees), whose functions and powers shall be defined in County Bye-Laws. Each Committee shall have a specified number of members. The Officers of Divisional Sub-Committees shall be elected at Divisional Sub-Committees' Annual General Meetings. Officers of other Sub-Committees referred to above shall be appointed, without election, by the County Committee (or a Divisional Committee, where appropriate).  
A member who has served five years in any specific Officership shall be ineligible to hold that Officership for the ensuing five years.  
If a member is elected to an Officer position 'in term' twenty six weeks or less before the next Convention, that time served shall not be considered as part of the five years' period.  
Any such Sub-Committees making fixtures shall be obliged to maintain a Competitions Control Committee with the same functions within the Sub-Committee's jurisdiction as those of the Competitions Control Committee at County level.  
Disciplinary Hearings under the jurisdiction of such Divisional and other Sub-Committees shall be heard:
- (i) by the County Hearings Committee, unless a County Bye-Law provides otherwise.  
Appeals from the County Hearings Committee in these cases shall be to the Provincial Hearings Committee in accordance with Rule 7.11(a)(2).
  - (ii) where provided for in County Bye-Law, by a Hearings Committee of five or more members, with the same functions within the Sub-Committee's jurisdiction as those of the Hearings Committee at County level.  
Two or more such Divisional and other Sub-Committees may maintain Hearings Committees consisting of the same persons.  
Appeals from such Hearings Committees shall be to the County Hearings Committee.
- (m) (i) To allow players of Junior and Intermediate Clubs, including players of Clubs that are unable to field Junior and/or Intermediate Teams, to play for

- Divisional or Group Senior Teams.
- (ii) To allow players of Junior Clubs, and the players of Intermediate Clubs that are unable to field in that grade, to play for Group Intermediate Teams.

Arrangements shall be subject to annual review by the County Committee.

Players by so playing in these Divisional or Group teams shall not lose their Championship status.

The Committee-in-Charge of a Divisional or Group Team shall arising from games in which the team has played have the same rights as are available to a Club under Rules 7.3 (x), 7.4, 7.10, 7.11 and 7.13.

- (n) To allow Under 21/20, Minor or Younger Grade players of Clubs that are unable to field Under 21/20, Minor or Younger Grade teams to avail of a provision of Rule 6.8, Exception (1) (a) or (b).

### 3.20

#### **Sub-Committees/Functions**

A County Committee shall appoint the following Sub-Committees, membership of which shall be set out in County Bye-Laws except as otherwise provided in this Rule; Each Committee shall have a specified number of members:

- (i) **Management Committee**

It shall be responsible, subject to the overall jurisdiction of the County Committee, for the management of the affairs of the Association, including finance, between meetings of the County Committee.

A County may have a Bye-Law to the effect that a Recommendation of the County Management Committee on a matter of Finance may not be upset save by a two-thirds majority of the members of the County Committee present, entitled to vote and voting.

- (ii) **Competitions Control Committee**

It shall be responsible for all arrangements, including the appointment of Referees, for and control of any matters arising from Games under the jurisdiction of the County Committee, including disciplinary matters other than those functions reserved to the County Hearings Committee. It shall process and make recommendations to the County Committee on the Grading of Clubs.

It shall investigate and process matters relating to the Enforcement of Rules, including hearing Objections and Counter-Objections.

It shall be responsible, in the first instance, for making

decisions on applications for Transfer Within the County and the Grading of Players.

It shall consist of a minimum of five members, who shall be appointed from members of the County Committee and/or other suitable personnel, one member of the Fixtures Analyst Sub-Committee, together with the County Referees' Administrator who shall be entitled to vote only on the appointment of referees.

A County Committee may delegate other plenary powers to its Competitions Control Committee, and in such cases Appeals may be made only to the Provincial Council.

**(iii) Fixtures Analysts**

- (a) At least one Fixtures Analyst shall be appointed on the nomination of the Management Committee.
- (b) The Fixtures Analyst(s) shall be responsible for monitoring and analysing the County Fixtures Programme on an annual basis.
- (c) The Fixtures Analyst(s) shall present a Report to Annual Convention on fixtures played in all club competitions and make recommendations for changes in the fixtures calendar where appropriate.
- (d) This report will be submitted to the Provincial and Central Fixtures Analysis Committees annually.
- (e) A Fixture Analyst shall be appointed as a member of the County Competitions Control Committee.

**(iv) Hearings Committee**

- (a) It shall adjudicate on all Disciplinary Matters where a Hearing is prescribed and requested, relating to the Enforcement of Rules arising from matters under the jurisdiction of the County Committee or the Executive Committee of a Club within the County.  
Exception:  
A Hearing of an Objection/Counter Objection is the function of the County Competitions Control Committee.
- (b) It shall adjudicate on Appeals that may arise from decisions of the Competitions Control Committee on applications for Transfer Within the County and the Grading of Players.

(See provisions outlined in Rules 6.5(f) and 6.20 respectively.)

- (c) It shall consist of a minimum of five Members who shall be appointed from Members of the County Committee and/or other suitable personnel. No Member of the Management Committee or Competitions Control Committee may serve as a member of the County Hearings Committee.
- (d) The powers of the County Hearings Committee shall be plenary powers.

**(v) Planning, Physical Development and Safety Committee**

It shall be responsible for

- (a) Club Planning and Development
- (b) The Planning and Development of Grounds and Facilities, and Health and Safety.

Persons with the particular skill sets appropriate to the respective functions of the Committee shall act as complementary work-groups.

**(vi) Referees' Administration Committee**

It shall be responsible for the Administration and Development of Refereeing in the County, including the recruitment, training, assessment and classification of referees..

**(vii) Coaching and Games Development Committee**

It shall be responsible for the implementation of Games Development activities at Club, Schools and County levels.

**(viii) Cultural Committee**

It shall be responsible for (a) the Irish Language (b) Scór and (c) other Cultural Activities.

**(ix) Public Relations/Marketing Committee**

It shall be responsible for Publicity, Marketing and Publications.

**(x) Youth Committee**

It shall be responsible for the initiation and co-ordination of all Youth Activities within the County.

**(xi) Finance Sub-Committee**

It shall have responsibility for all Financial Matters referred to it by the County Committee and/or the County Management Committee.

**(xii) Information Technology Committee**

It shall implement procedures for the training and development of Information Technology requirements

at County and Club level, as directed by the National Information Technology Committee.

**(xiii) County Teams Management and Panels Sub-Committee**

It shall, subject to the overall control of the County Committee, manage the relationships between

- (a) the County Committee (as representative of the Clubs),
- (b) the County Senior Team Managers and all other personnel appointed by the County Committee to assist in the management of Senior Inter-County team panels and
- (c) the Senior Inter-County Team Panels.

This Sub-Committee must meet at least twice each year and otherwise as required. The Sub-Committee shall discharge its functions in the context of the Charter for County Committee/Player Relationships (Players’/ Manager’s Charter) approved by Central Council from time to time. Membership of this Sub-Committee shall be detailed in the completed said Charter , which shall be submitted to the Central Council by January 31st each year.

**(xiv) Health and Well-Being Committee**

It shall have responsibility for all health related matters referred to it by the County Committee and/or the County Management Committee.

Except where plenary powers or functions have been specifically delegated to a Sub-Committee, all decisions of any Sub-Committee shall be submitted for approval of the County Committee prior to implementation.

The Officers and Members of the above Sub-Committees shall not in General Rule be subject to maximum terms of office but a County Bye-Law may prescribe a limitation(s) in terms of office.

**3.21 County Sub-Committees - General**

- (i) The Chairperson of each Sub-Committee shall be selected from the Officers or Members of the County Committee or from other personnel deemed qualified by the County Committee.
- (ii) The Chairperson of each Sub-Committee shall present a Progress Report on the work of the Sub-Committee at

- County Committee meetings.
- (iii) All County Sub-Committees shall meet with corresponding Sub-Committees at (a) Provincial and (b) Club levels, at least once annually, with the higher Committee being the convenor.
  - (iv) The Terms of Reference of all Sub-Committees, and job specifications of all Officers shall, upon appointment, be documented and distributed.
  - (v) Each Sub-Committee shall submit a written Report to County Convention, to be included on the Convention Agenda.

### **3.22 Forwarding of Affiliations**

Prior to 1st March of each year, a County Committee shall submit to Provincial Council a list of all affiliated clubs in the County with a fee of €2 per club. A County failing to comply shall forfeit representation on Provincial and Central Councils until the list and fees are furnished.

### **3.23 Loss of Rights of County**

A County failing to compete in either the Senior, Intermediate or Junior Inter-County Championships shall forfeit representation on Provincial and Central Councils, and shall not be entitled to make nominations, table motions, or participate in Provincial Convention or Annual Congress.

# THE PROVINCE

## CONVENTION

### 3.24 **Convention**

An Annual Provincial Convention shall be held before 18th January. It shall consist of:

- (a) Members of the outgoing Provincial Council (voting rights as on the Council).
- (b) One representative for every ten affiliated Clubs, or a fraction of ten over five, which took part in the previous year's Championships, subject to a minimum of four and a maximum of six representatives for any one County. In special circumstances, the Provincial Council may summon a Special Convention. Representation shall be as determined by the Provincial Council

### 3.25 **Functions/Elections**

- (a) The functions of the Provincial Convention shall be to consider audited accounts for the preceeding year up to 30th. September, motions, and general Provincial activities. Subject to the exception hereunder, it shall elect the following Officers: a Chairperson, Vice-Chairperson, Treasurer, Secretary and P.R.O. The Elections shall each be completed at Convention on the basis of one secret ballot vote on the Proportional Representation system, and the result of each count shall be announced at Convention.

#### **Exception:**

Subject to the approval of Central Council, a Provincial Convention may appoint a full-time Secretary, who shall not be subject to annual election, and whose employment contract and job specification shall receive the approval of the Management Committee.

- (b) A Provincial Officer, other than a full-time Secretary, shall not hold office for more than three consecutive years. Should a vacancy arise in the Officerships of the Provincial Council prior to 31st October in any year, it shall be filled on the basis of (a) nominations of the Counties (b) ballot vote of Counties, (based on Provincial Convention voting strength) and Members of current Provincial Council.



### **3.26 Nominations**

A candidate for election as a Provincial Officer, shall be nominated by a County Committee. Such nomination shall be made on the Nomination Form, which shall be sent to the County Committees at least six weeks prior to the Provincial Convention, and which shall be completed and returned to the Provincial Secretary at least one month prior to the Convention.

### **3.27 Motions and Bye-Laws**

(a) **Motions.** Only motions carried at a County Convention may be submitted by that County Committee for consideration by the Provincial Convention. Such motions shall be on the Motion Form, which shall be sent to the County Committee at least four weeks prior to the Provincial Convention, and which shall be completed and returned to the Provincial Secretary at least three weeks prior to the Convention.

A Provincial Council may submit a Motion to its own Convention in the prescribed manner, as determined by the Provincial Council.

(b) **Bye-Laws.** Provincial Convention may make Bye-Laws, which shall become operative, when sanctioned by the Management Committee, on behalf of Central Council. A Provincial Bye-Law shall not be contrary to a Rule in the Official Guide. The Management Committee, on behalf of the Central Council, shall sanction or reject a proposed Bye-Law within four weeks from date of receipt.

### **3.28 Agenda and Notice**

The Provincial Secretary shall send an Agenda, which shall include his Report and the audited Accounts for the year, with the Nominations and Motions, to each County Secretary and to the outgoing Provincial Council, at least two weeks before the Convention.

# THE PROVINCE

## COUNCIL

### 3.29 Council

A Province is a Unit recognised as such by Central Council. A Provincial Council shall consist of a Chairperson, Vice-Chairperson, Treasurer, Public Relations Officer, full-time Secretary (without voting rights), and two Representatives from each County and, if desired, up to two members of the Association nominated by the Chairperson and Secretary, subject to their approval by the Provincial Council. The immediate past Council Chairperson shall be an ex-officio member for the year following termination of office.

The GAA Handball Provincial Council, the Provincial Higher Education Council, the Provincial Post-Primary Schools' Council, and the Provincial Primary Schools' Committee, shall each have one Representative, without voting rights, on a Council.

The Provincial Council shall hold office until the conclusion of the next Provincial Convention.

A Representative on the Council shall not hold office for more than five years. A year's term shall be from immediately after an Annual Provincial Convention to the conclusion of the next Annual Provincial Convention.

If a member is elected as a Representative on the Council 'in term', twenty six weeks or less before the next Provincial Convention, that time served shall not be considered as part of the five years' period.

A Provincial Council shall meet not less than four times per year. A member absent, without just cause, from three consecutive meetings shall automatically become disqualified from membership of the Council for that year. This shall also apply to all members of Sub-Committees.

### 3.30 Powers

Subject to the overall jurisdiction of the Central Council, a Provincial Council shall have within its Province the following powers:

- (a) To manage the Provincial Hurling and Football Championships, excluding the appointment of Referees for, and matters of misconduct and breaches of Match Regulations arising from, Provincial Inter-County Senior Championship games.

This shall include consideration of Regrading Applications for participation in the Provincial Intermediate and Junior Club Championships. The Award of all Games under its jurisdiction, including Provincial Inter-County Senior Championship Games, shall be the responsibility of the Provincial Council.

- (b) To determine all matters relating to the management and selections of its Inter-Provincial teams.
- (c) To arrange for playing purposes the boundaries of the Counties.
- (d) To control financial and all other affairs of the Association within the Province that are not under the jurisdiction of a County Committee.
- (e) To make Regulations governing Competitions under its control and other matters incidental to its Powers, Functions and Operations.  
A Regulation, once adopted, shall remain in force unless altered or deleted by a simple majority of those entitled to vote and voting.  
Alterations may be considered only on an annual basis.
- (f) To carry out the duties of a County Committee suspended for breach of Rule.
- (g) To appoint a Provincial Referees' Administrator who shall attend meetings only for the purpose of the appointment of referees for games, other than Provincial Inter-County Senior Championship games, and shall be entitled to vote on same.  
The maximum period of office shall be three years.
- (h) To submit one motion to the Annual Congress.
- (i) To monitor, supervise and advise a County Committee within its jurisdiction on its performance in the areas of Games Development, Competitions, Fixtures Administration, adherence to Directives of Central Council, Financial Performance, Marketing, Public Relations and investment in Physical Facilities.
- (j) To consider applications by Counties for the regrading of more than one Club to Intermediate or to Junior status in any Championship year. Prior approval of the Provincial Council must be obtained for any such regradings in excess of one Club in each grade.
- (k) To carry out a Games Audit and examine the Fixtures Programme in each of the Counties under its jurisdiction, and to make recommendations or take any action deemed necessary in relation to same.

- (l) To publish an Annual Report on the state of the Games and on Games Development in the Counties under its jurisdiction.
- (m) To approve physical developments by Clubs, and to recommend County Grounds Development to Central Council.
- (n) To appoint Sub-Committees, as may be required from time to time, with delegated powers in relation to such specified matters/activities as may be determined by the Council.

**3.31 Monitoring of County Fixtures Programme**

A County shall submit its complete Fixtures Programme, both Adult and Underage, to its Provincial Council by the last day of January each year, and the Provincial Council, through its nominated appointee with responsibility for Club Fixtures, shall either submit it to the National Club Fixtures Oversight Committee for approval or instruct adjustment to the Programme as is considered necessary. Provincial Councils, through its nominated appointee, shall monitor the progress of each County’s Championships on a monthly basis.

Any postponements of a Championship Game shall be notified to the Provincial Council within three days of the original date of the Game, and the reason for the postponement shall be given.

Each Provincial Council shall establish a Sub-Committee, to include the Provincial Chairperson and its nominated appointee with responsibility for Club Fixtures, to ensure that its responsibilities in relation to Club Fixtures are met, and this Sub-Committee, through its nominated appointee, shall report breaches to the National Club Fixtures Oversight Committee. Any failure by a Provincial Council to enforce this Rule shall be dealt with by the Central Council’s Management Committee. Club Games shall not be postponed because of a County’s involvement in an Inter-County Championship, except as provided for within these Rules. Counties shall comply with Policies and Directives of the Central Council on the proper scheduling of Club Fixtures.

**Penalty** for non-compliance:

Loss of Championship Expenses and/or Grants, or Disqualification from the Inter-County Championship concerned.

Provincial Councils shall organise an Annual Seminar for Counties on the subject of effective fixture making.

**Sub-Committees/Functions**

(A) A Provincial Council shall appoint the following Sub-Committees:

(i) **Management Committee**

It shall be responsible for the management of affairs within the Provincial Jurisdiction, between Provincial Council meetings.

Provincial Council may appoint a joint Management and Finance Committee, if it so decides.

(ii) **Competitions Control Committee**

It shall be responsible for all arrangements (including the appointment of Referees for non Inter-County Senior Championship Games) for, and control of, Games under the Provincial Council and matters arising from same, other than those functions reserved to the Provincial Hearings Committee, the Central Competitions Control Committee, Development Competitions Control Committee, the Central Referees' Appointments Committee and the Central Hearings Committee. It shall hear Objections and Counter Objections arising from any Game under its control.

It shall investigate and process matters relating to the Enforcement of Rules and Match Regulations, other than those functions reserved to the Committees (dealing with disciplinary matters) stated above.

It shall be responsible for making decisions on applications for Inter-County transfers within its jurisdiction.

(iii) **Hearings Committee**

(a) It shall adjudicate on all Disciplinary Matters where a Hearing is prescribed and requested, relating to the Enforcement of Rules arising from matters under the Jurisdiction of the Provincial Council.

Exceptions:

- (1) A Hearing of an Objection/Counter Objection is the function of the Provincial Competitions Control Committee.
- (2) A Hearing in relation to Misconduct and Breaches of Match Regulations arising

from the Provincial Inter- County Senior Championship Games is the function of the Central Hearings Committee.

- (b) It shall hear all Appeals against decisions of County Committees.
- (c) It shall consist of a minimum of five Members who may not include any Members of the Provincial Competitions Control Committee or Management Committee save that the Provincial Secretary may act as a non Voting Secretary to the Hearings Committee when dealing with Appeals.

- (iv) **Planning and Physical Development Committee** It shall be responsible for Grounds and Physical Development, Club Development, Club and County Administration, and Grounds' Safety.
- (v) **Referees' Administration Committee**  
It shall be responsible for the recruitment, training, assessment and classification of Referees under the jurisdiction of the Provincial Council.
- (vi) **Coaching and Games Development Committee** **It shall be responsible for monitoring and evaluating County Performance in Games Development.**
- (vii) **Cultural Committee**  
It shall be responsible for (a) the Irish Language, (b) Scór and (c) other Cultural Activities.
- (viii) **Public Relations/Marketing Committee**  
It shall be responsible for Publicity, Marketing and Publications.
- (ix) **Finance Committee**  
It shall have responsibility for all Financial Matters referred to it by the Provincial Council. Provincial Council may appoint a joint Management and Finance Committee, if it so decides.
- (x) **Fixtures Analysts**
  - (a) Two Fixtures Analysts shall be appointed by the Management Committee. One of these shall be the Provincial Council's nominated appointee with responsibility for Club Fixtures

and shall act as the Provincial Representative on both the Central Fixtures Analysis Committee and the National Club Fixtures Oversight Committee.

- (b) The Fixtures Analysts shall be responsible for monitoring and analysing the Provincial Fixtures Programme.
- (c) The Fixtures Analysts shall present a Report to Provincial Convention on all Fixtures at Provincial and County levels and make recommendations for changes in the fixture calendar where appropriate.
- (d) The Fixtures Analysts shall assist the Central Fixtures Analysis Committee in organising the education and training of Fixtures Analysts at County level.

- (B)**
  - (i) All Sub-Committees shall, subject to Rule 3.29, be appointed for a three year term coinciding with the election of the Provincial Chairperson. A vacancy shall, as appropriate, be filled at the first meeting after Provincial Convention or when it arises.
  - (ii) The number of voting members of the Provincial Council on each Sub-Committee shall be set out in the Provincial Council Bye-Laws.
  - (iii) The membership of the Management Committee shall be drawn from the Officers and County Representatives of the Provincial Council.
  - (iv) The membership of the Competitions Control Committee shall be drawn from the Officers and County Representatives of the Provincial Council, together with the Provincial Referees' Administrator, who shall be a member of the Committee in accordance with Rule 3.30(g).
  - (v) Membership of the Referees' Administration Committee shall consist of a Chairperson appointed by the Provincial Council, and the Referees' Administrators of the Counties in the Province.

(The Secretary of this Committee may be one of the County Referees' Administrators or an additional person appointed by the Provincial Council).

- (vi) The Chairpersons of the Management Committee

and of the Competitions Control Committee shall respectively be an Officer of the Provincial Council. The Chairperson of each of the other Sub-Committees shall be selected from Officers or Members of the Provincial Council or other suitable personnel.

- (vii) The Chairperson of each Sub-Committee shall present a Progress Report on the work of the Committee as required by the Provincial Council. A Progress Report shall be presented by all Sub-Committees at least once per year.
- (viii) All Provincial Council Sub-Committees shall meet with the corresponding Sub-Committees at (a) National and (b) County levels, at least once annually, with the higher Committee to act as convener.
- (ix) The Terms of Reference of all Sub-Committees shall, upon appointment of the Sub-Committees, be documented and distributed.

**3.33 Submission of Records**

- (a) A Provincial Council shall submit to Central Council before the 1st May of each year, a list of Clubs in each County under its jurisdiction, together with a fee of €1 per Club.
- (b) A Provincial Council shall present to Annual Congress:
  - (a) Secretary's Report
  - (b) Audited Accounts.
  - (c) An Assessment of the current state of the Association in the Counties.

Failure to furnish these accounts may involve suspension, and in such instance Central Council shall, on an interim basis, take control of the affairs of the Association within the Province.

**3.34 Notice of Meetings**

A minimum of five days written notice shall be given by the Provincial Secretary to all Members of meetings, except in the case of an emergency, when he may, in consultation with the Chairperson, summon a meeting with shorter written or verbal notice.

A special meeting may be convened by the Secretary on the written request of a majority of the members.



# NATIONAL

## CONGRESS

### 3.35 Congress

The Annual Congress shall be held prior to 1st March. The venue shall be selected by the Central Council, who shall give due consideration to all applications received by the Council. It shall consist of the outgoing Council (voting rights as on the Council), the past Presidents, and delegates from the Counties on the basis of one delegate from each ten affiliated Clubs or fraction of ten over five, but the minimum representation from such Counties to be four delegates. Counties with fewer than five affiliations to have two representatives. The maximum representation for any one County shall be ten delegates. The Gaelic Players' Association shall be represented by one named representative of the Association.

Provincial Secretaries and Chairpersons of National Committees shall be entitled to attend and speak, but shall not have voting rights. The President, at his discretion, may invite other visitors to Congress to speak.

### 3.36 Functions

The functions of Annual Congress shall be:

- (a) To consider Reports and Audited Accounts of the Central Council and its subsidiary Councils for the preceding financial year ending on 30th September.
- (b) To consider Reports from Congress Workshops.
- (c) To elect by secret ballot a President and two Representatives of Congress.
- (d) To consider motions and to enact, amend, or rescind Rules.
- (e) To approve or disapprove any Interpretation of Rule given by Central Council by December 31st prior to Congress, in accordance with Rule 3.43(b), in considering its inclusion in Rule.
- (f) To determine Association policy in broad outline.
- (g) To appoint the Secretary of the Disputes Resolution Authority on the nomination of the Central Council, or in the event of a vacancy occurring between Congresses, to ratify at the following Congress any such appointments made by the Central Council.

**3.37 President/Representatives of Congress**

A candidate for the position of President or Representative of Congress shall be nominated by a County Committee. Such nomination shall be made on the Nomination Form, which shall be sent to the County Committee at least eight weeks prior to the Annual Congress, and which shall be completed and returned to the Director General at least six weeks before Congress.

Nominees shall declare to the Director General at least two weeks before Congress whether they are/are not standing for election.

The elections of a President and Representatives of Congress shall each be completed at Congress on the basis of one secret ballot vote on the Proportional Representation system, and the result of each count shall be announced at Congress.

A President or a Representative of Congress shall not hold office for more than three consecutive years.

A President shall be elected one year prior to the commencement of his term of office and for that year shall be referred to as the President-elect.

Should a vacancy arise among the Representatives of Congress prior to 30th November in any year, it shall be filled on the basis of:

- (a) Nominations by the Counties,
- (b) Ballot Vote of Counties (based on Congress voting strength) and Members of current Central Council.

If a vacancy occurs after 30th November, the position shall be left vacant until the next Congress.

In the case of death or permanent incapacity of the President, the Central Council shall have the authority to appoint from among the Vice-Presidents an acting President, who shall perform the duties of the Presidency until the next Annual Congress.

**3.38 Special Congress**

In special circumstances, and with the support of a two-thirds majority of its members, the Central Council may summon a Special Congress. A Special Playing Rules' Congress may be called by Central Council to meet the provisions of Rule 3.40(d). In such circumstances, Central Council shall be entitled to determine the Representation.

A Special Congress that is held within a forty eight weeks period following an Annual Congress shall not change a decision made at that Annual Congress.

**3.39**

**National Youth Forum**

A National Youth Forum, to be attended by young people of 12-21 years of age, shall be held annually.

A maximum of five young people, who attended the National Youth Forum will be nominated by the Management Committee to present a Report to Congress, where they shall have speaking rights.

**3.40**

**Motions**

- (a) Motions for Congress may be submitted as follows:
  - (i) Motions carried at a County Convention.
  - (ii) A maximum of one motion submitted directly by a County Committee.
  - (iii) A maximum of one motion from a Provincial Council.
  - (iv) Central Council shall be entitled to submit Motions on:
    - (1) Any Interpretations of Rule given by the Central Council in the previous Calendar Year
    - (2) Any relevant matter relating to Rule arising from a Disputes Resolution Authority Tribunal decision in the previous Calendar Year.
    - (3) Any Motions consequent upon a Central Council Sub-Committee Report.
    - (4) Any proposals of the Standing Committee on the Playing Rules that have been approved by Central Council under Rule 3.57.
    - (5) Emergency matters relating to the Playing Rules.
    - (6) A maximum of three Motions other than those listed in the Categories listed above.
  - (v) A maximum of one motion from World GAA
  - (vi) A maximum of one motion submitted by the Gaelic Players' Association.
  - (vii) Motions carried at the Annual General Meetings of the All-Ireland Post Primary Schools' Council on any matters affecting the Association at their level.
  - (viii) Motions carried at the Annual Convention of the Higher Education Council on any matters affecting the Association at its level.
- (b) (i) Motion(s) for Congress, carried at a County Convention or submitted directly by a County Committee, shall be sent by electronic transmission to the Director General within five days of the date

- on which County Convention is held.
- (ii) A Motion from a Provincial Council shall be sent by electronic transmission to the Director General within five days of the date on which the Provincial Convention is held.
- (c) Motions to enact new or amend existing Rules shall give the full text of the proposed addition or amendment, and also quote the numbers of any rules affected thereby.
- (d) Motions to revise Playing Rules may be tabled only in years divisible by five.

Any such motion shall be submitted by the date required for submission of motions for the previous year's Congress and shall be referred to the Standing Committee on the Playing Rules for evaluation.  
Exception: Motions submitted in accordance with Section (a)(iv) of this Rule.

In any year in which Playing Rules are on a Congress Agenda, they shall take precedence in the list of motions, or they may be debated at a Special Congress, if so decided by Central Council.

- (e) Motions to remove, amend or to temporarily amend/ set aside a Rule shall be carried by three-fifths of those present, entitled to vote and voting.
- (f) Congress may refer a motion for consideration to Central Council or a Sub-Committee of that body. The ensuing recommendations, if they propose to alter an existing Rule, shall come in motion form to a subsequent Congress.
- (g) New and amended Rules shall become operative four weeks from the date of Annual Congress or Special Congress, unless otherwise specified and approved in the Motion adopted, or as provided hereunder.

Central Council (or in urgent cases Management Committee on behalf of Central Council) may bring forward or defer the date of implementation of a new or amended Rule.

A new Rule or amendment shall not have retrospective application. A Competition commenced under the then existing Rules/Regulations (other than Playing Rules) shall be completed under these Rules/Regulations. The text of a new or amended Rule shall be circulated to County Secretaries within four weeks of finalisation, for distribution to Clubs.

- (h) A motion declared not to have received one-third of the votes at Congress may not be tabled on a Congress Agenda for the subsequent three years, unless the Management Committee allows it in exceptional circumstances.

**3.41 Agenda and Notice**

At least two weeks before Annual Congress, each County, shall be issued with copies of the Director General's Report, Audited Accounts, the Agenda and Workshop Topics, and list of Nominations and Motions.

# NATIONAL

## CENTRAL COUNCIL

3.42

### Council

- (a) The Central Council shall consist of the President, the Director General (without voting rights), President-elect, if in office; the immediate past President for the year following his term as President, the Vice-Presidents, being the Chairmen of the Provincial Councils, two Representatives of Congress, a Representative of World GAA, and a Representative with voting rights of each of the following - each County in Ireland; Britain; the London County Committee; the USGAA Board; the New York Board; the European Board; GAA Handball; the Higher Education Council; the All-Ireland Post-Primary Schools' Council; the All-Ireland Primary Schools' Council and the Gaelic Players' Association and a Representative without voting rights from each of the Camogie Association and the Ladies Gaelic Football Association.

A Representative on the Council shall not hold office, for more than five years. A year's term shall be from immediately after an Annual Congress to the conclusion of the next Annual Congress.

If a member is elected as a Representative on the Council 'in term', twenty six weeks or less before the next Congress, that time served shall not be considered as part of the five years' period.

- (b) The President, Director General, President-elect, immediate past President, and Representatives of Congress, shall not be represented by proxies at meetings of the Council. A Provincial Chairperson may be represented by another Officer of the Provincial Council.  
A County Representative may be represented by a proxy, who shall be a member of the County Committee concerned.
- (c) Should a vacancy occur in representation, such vacancy shall be filled by the body concerned.
- (d) The Central Council shall hold office until the conclusion of the next Congress.
- (e) A member absent, without just cause, from three

consecutive meetings shall automatically become disqualified from membership of the Council for that year. This shall also apply to all members of Sub-Committees.

### **3.43 Powers and Functions**

- (a) It is the Supreme Governing Body of the Association between Annual Congresses.
- (b) It is the final authority to interpret the Rules, subject to Rule 3.36(e). It shall consider and adjudicate on recommendations made by the Management Committee on requests for Interpretation of Rule received in writing by the Director-General.

Any such Interpretations shall have the force of Rule until the Congress held in the Calendar Year after the Interpretation being given, and which Congress shall, on a Motion submitted by Central Council, approve or disapprove the Interpretation being included in Rule. An Interpretation shall not be given on the subject matter of a case which is pending before an Adjudicative Unit of the Association.

It may also issue Guidelines and Directives to its Units and Members to assist with their compliance with Rule.

- (c) It shall have responsibility for reviewing, amending or rescinding the following Rules in the Official Guide:

#### **Chapter 1**

Rule 1.13(c) and (d) - Code of Best Practice in Youth Sport/Guidelines.

Rule 1.14 – the Code.

Rule 1.16 (a) - Doping Control Committee..

#### **Chapter 4**

Rule 4.5 Correspondence.

Rule 4.7 Video and/or Telephone Conferencing.

Rule 4.8 Travel and Hotel Expenses.

Rule 4.9 Trophies and Medals.

Rule 4.10 All Ireland Medals.

Rule 4.11 Inter-Provincial Medals.

Rule 4.12 Provincial Championship Medals

Rule 4.13 Medals – General.

Rule 4.14 Tournament Trophies.

Rule 4.15 Trophies – General.

Rule 4.16 (b) Records

#### **Chapter 5**

Rule 5.2 Property – Powers.

Rule 5.3 Vesting.  
Rule 5.4 Exclusion.

## **Chapter 6**

Rule 6.37 Leagues – Organisation.  
Rule 6.38 Leagues (General)  
Rule 6.39 National Leagues.  
Rule 6.40 Tournament Games.  
Rule 6.41 Challenge Games.  
Rule 6.45 Closed Periods/Collective Training.

Motions to remove or to amend any of these Rules shall be carried by two-thirds of those present, entitled to vote and voting at a meeting of Central Council. Any removal or amendment to these Rules shall be listed in the following Congress Agenda, before coming into effect four weeks from the date of Congress and being included in the Official Guide.

- (d) It (or in urgent cases Management Committee on behalf of Central Council) shall have the power to bring forward or defer the date of implementation of a new or amended Rule.
- (e) Its jurisdiction shall extend over the whole Association in all matters. It shall appoint Trustees to hold funds, investments, and property of the Association. Its prior approval shall be obtained for any action affecting the general policy of the Association and for capital expenditure.
- (f) It shall, through its Management Committee, review County Committee Audited Accounts and shall have authority to take such action as is deemed necessary to ensure proper financial governance.
- (g) Its decisions on all matters appertaining to the Association are final and binding on the members of the Association.
- (h) It shall have the power to make Regulations governing Competitions under its control (on the recommendations of the Management Committee or advice of the Central Competitions Control Committee, the Development Competitions Control Committee, as provided for in these Rules), and other matters incidental to its Powers, Functions and Operations.

A Regulation, once adopted, shall remain in force unless altered or deleted by a simple majority of those present, entitled to vote and voting.



- Alterations may be considered only on an annual basis.
- (i) It shall control the All-Ireland Championships, Inter-Provincial, and National League Competitions.
  - (j) It shall, as required, at its first meeting each year
    - (i) elect members to the Management Committee
    - (ii) appoint members to the Central Hearings Committee and Central Appeals Committee, on the recommendation of the Management Committee.
    - (iii) appoint a Chairperson of World GAA.
  - (k) It shall appoint an Audit Committee, which shall consist of at least six members.
  - (l) It shall appoint a Rules Advisory Committee and a Standing Committee on the Playing Rules.
  - (m) It shall at every meeting consider a Report from the Management Committee on its activities.
  - (n) It shall nominate the Secretary of the Disputes Resolution Authority for appointment by Congress. If a vacancy occurs between Congresses it shall fill the vacancy, and the appointment shall be submitted for ratification by the following Congress. It shall ratify the panel selected by the said Secretary in accordance with the Disputes Resolution Code.
  - (o) It shall, at its first meeting after Congress week-end, have the power to review the amount of fees and fines referred to in the Rules, and to alter same as considered necessary.
  - (p) It shall have the power to authorise the use of Association Property in accordance with Rule 5.1 for games/activities other than those controlled by the Association.
  - (q) It shall have the power to arrange for playing purposes the boundaries between Provinces.
  - (r) It shall have the power to recognise geographical areas as Provinces or Counties; or Administrative Areas with the same status as Counties or Provinces. Such recognition may be subject to conditions or restrictions.
  - (s) It shall have the power to decide from time-to-time what geographical areas fall under the jurisdiction of World GAA.
  - (t) Nothing in this Rule shall be construed so as to admit to Central Council or its Sub-Committees authority to introduce, enact, amend or rescind Rules, or in any way

vary or derogate the power reserved to Congress by Rule 3.36. This Rule shall in all respects be subject to Rule 3.36 and in the event of conflict Rule 3.36 shall prevail.

**3.44 Powers of the Director General and other Officers**

- (a) The Central Council shall appoint a Director General, who shall be the Chief Executive of the Association.
- (b) The Director General may enter into any contract or transaction on behalf of the Association which is in the ordinary course of the business of the Association or which has been approved by the Management Committee.
- (c) The Director General may from time to time delegate such power as is set out in clause (b), in whole or in part, to any person or persons nominated by him for that purpose.
- (d) The Secretary of an Administrative Unit may enter into any contract or transaction on behalf of that Unit which is in the ordinary course of business of that Unit or which has been approved by the Management Committee of that Unit.

**3.45 Notice of Meetings**

A minimum of five days written notice shall be given by the Director General to all members for meetings, except in an emergency, when he may, in consultation with the President, summon a meeting with shorter notice. A Special Meeting may be convened by the Director General on the request of a majority of the members.

# NATIONAL

## CENTRAL COMMITTEES

### 3.46 Management Committee

- (a) It shall consist of the President, the Director General (without voting rights) the President elect, if in office, the immediate Past President for the year after his term of office as President, the Chairmen of the Provincial Councils, the two Representatives of Congress elected by Congress, one Central Council member from each of the four Provinces, elected by Central Council, and two Nominees of the President and Director General, who are members of the Association, subject to their approval by Central Council, together with the following who shall not have voting rights: the Finance Director, a Representative of the Camogie Association and a Representative of the Ladies Gaelic Football Association. Nomination for the position of 'one Central Council member from each of the four Provinces' shall be on the basis of a nominee being proposed and seconded by members of the Central Council from the nominee's own Province.
- (b) Subject to the overall jurisdiction of Central Council, it shall be responsible for the management of the affairs of the Association, including its general activities, matters of discipline, finances, and implementation of policies determined by Congress. All other Sub-Committees of the Central Council shall report directly to the Management Committee.
- (c) It shall submit to the Central Council, for its consideration, its Budgetary proposals for the following year.
- (d) It shall have authority to make recommendations on policy and finance to Central Council.
- (e) It shall submit to the Central Council, for its consideration and adjudication, recommendations on requests for interpretation of Rule received in writing by the Director General.
- (f) It shall, as required, and subject to the provisions in Rules 3.47, 3.48, 3.49, 3.50, 3.51 and 3.54, appoint or recommend to Central Council the appointment of members to the Central Competitions Control Committee, the Development Competitions Control Committee, the Central Hearings Committee, the

Central Appeals Committee, the Central Referees' Appointments Committee and the Central Fixtures Analysis Committee and a Chairperson of World GAA.

- (g) It shall have authority to appoint Sub-Committees to deal with delegated matters/activities.
- (h) It shall furnish a Report on its activities to each meeting of the Central Council.
- (i) It shall appoint a National Referees' Administrator.

**3.47 The Central Competitions Control Committee**

- (a) It shall consist of a Chairperson and one member from each of the four Provinces, appointed by the Management Committee. These members shall have a responsibility in relation to each function outlined in this Rule.  
Additionally, the Secretary of each of the four Provincial Councils, shall be members with joint responsibility with the other members for the functions outlined except those in (c), (d) and (e).
- (b) It shall be responsible for Competition Scheduling and Arrangements for and Control of Games, except at Under 17 and younger age grades, (excluding the appointment of Referees) under the jurisdiction of the Central Council.
- (c) It shall investigate and process matters relating to the Enforcement of Rules (including hearing Objections and Counter Objections) and Match Regulations arising from Competitions and Games, excluding at Under 17 and younger age grades, under the jurisdiction of Central Council.
- (d) It shall investigate and process matters relating to the Enforcement of Rules (excluding Objections and Counter Objections) and Match Regulations arising from Provincial Inter-County Senior Championship Games.
- (e) It shall investigate and process matters referred to it by the Management Committee under Rule 7.1(a)
- (f) It shall have the authority to direct Committees within Provinces and Counties to enforce the penalties prescribed in these Rules relating to Disciplinary Matters arising from Games.
- (g) It shall prepare Match Regulations for the consideration and decision of the Management Committee and Central Council.

- (h) It shall be responsible for making decisions on applications for Inter-County transfers within its jurisdiction.

**3.48 Development Competitions Control Committee**

- (a) It shall consist of a Chairperson, nominated by the Management Committee, one Provincial Games Manager (or alternative Provincial Council nominee) from each of the four provinces, the Chairman of the Central Competitions Control Committee, the Director of Games Administration and the Director of Games Development.
- (b) It shall be responsible for Competition Scheduling and Arrangements (including the appointment of Referees) for, and Control of, Tournaments and Games under the jurisdiction of Central Council at Under 17 and younger age grades.
- (c) It shall have responsibility for the processing and enforcement of the provisions of Rules 6.40 and 6.41 in respect of Blitzes/Tournaments and Challenge Games under the jurisdiction of Central Council at Under 17 and younger age grades.
- (d) It shall investigate and process matters relating to the enforcement of Rules (including hearing Objections and Counter Objections) and Match Regulations arising from Competitions and Games under the jurisdiction of the Central Council at Under 17 and younger age grades.

**3.49 The Central Hearings Committee**

- (a) It shall consist of a Chairperson appointed by the Management Committee, one Member from each of the four Provinces appointed by the Management Committee, and one Member from each of the four Provinces appointed by the Central Council on the recommendation of the Management Committee. No Member of the Management Committee or Central Competitions Control Committee may serve as a member of the Central Hearings Committee.
- (b) It shall adjudicate on all Disciplinary Matters where a Hearing is prescribed and requested relating to:
  - (i) the Enforcement of Rules arising from matters under the jurisdiction of the Central Council.Exception:

A Hearing of an Objection/Counter Objection is the function of the Central Competitions Control Committee or the Development Competitions Control Committee.

- (ii) Misconduct arising from the Provincial Inter-County Senior Championship Games.
- (iii) Match Regulations arising from Games under the jurisdiction of the Central Council and from the Provincial Inter-County Senior Championship Games.

### **3.50 The Central Appeals Committee**

- (a) It shall consist of a Chairperson appointed by the Management Committee, one member from each of the four Provinces appointed by the Management Committee, and one member from each of the four Provinces appointed by the Central Council on the recommendation of the Management Committee. No Member of the Management Committee, Central Competitions Control Committee or Central Hearings Committee may serve as a member of the Central Appeals Committee.
- (b) It shall hear all appeals made at Central Level.
- (c) Its decisions on appeals shall be final and binding, subject only to a case being taken to Arbitration under the Disputes Resolution Code, provided for in these Rules.
- (d) It shall have the function of considering Applications for a Review of Suspensions imposed in accordance with Rule, as set out in Rule 7.12 - Reinstatements, and of making Recommendations on these Applications to Central Council.

### **3.51 The Central Referees' Appointments Committee**

- (a) It shall consist of a Chairperson appointed by the Management Committee, the Chairperson of the Central Competitions Control Committee and one member of the National Referees' Committee who shall be appointed by the Management Committee.
- (b) It shall be responsible for appointments of Referees and Linesmen (one of whom shall be the stand-by Referee, nominated in advance) for all Games under the jurisdiction of the Central Council and for Provincial Inter-County Senior Championship Games. It shall also appoint a Sideline Official for Senior Inter-County Games.

### **3.52 The Central Games Development Committee**

- a) It shall consist of a Chairperson nominated by the President, the Chairperson of the Coaching and Games Development Committee from each of the four Provinces, the Director of Games Development, the Chairperson of National Games Development Executive and nominees of the President in the following areas: coach education, participation, talent development, sports science, player welfare; plus the Chairpersons of the Hurling Development Committee, the Higher Education Council, All-Ireland Post-Primary Schools Council and All-Ireland Primary Schools Council.
- b) It shall be responsible for ongoing games development; overseeing games development strategies at national, provincial and county levels; and be a source of expert advice to the Management Committee on games development activities.
- c) It shall have responsibility through the Provincial Council to monitor, supervise and advise on games development policy at county level in accordance with Rule. 3.30 (i).
- d) It shall furnish a report on its activities to Central Council each quarter.

### **3.53 Terms of Office on Committees**

A member of any of the above Central Council Committees, other than the Director General or other Executive Officer, shall not hold office on that Committee, in the same capacity, for more than a total of six years, with not more than three of those years being served consecutively.

### **3.54 The Central Fixtures Analysis Committee**

- (a) It shall consist of no more than ten members including a Chairperson appointed by the Management Committee, each of the four Provincial nominated appointees with responsibility for Club Fixtures and the Secretary of the Competitions Control Committee.
- (b) It shall be responsible for monitoring and analysing the National Fixtures Programme.
- (c) It shall present a Report to Annual Congress on all Fixtures at National, Provincial and County levels and make recommendations for changes in the fixtures calendar where appropriate.
- (e) It shall determine the National minimum Required Standards for fixtures programmes at all levels.

- (f) It shall keep a register and organise the training of all Fixtures Analysts at Provincial and County level.

**3.55 National Club Fixtures Oversight Committee**

- (a) It shall consist of a Chairperson, nominated by the Management Committee, the nominated Provincial appointee with responsibility for Club Fixtures from each Province and the Director of Games Administration.
- (b) It shall investigate and process matters related to the Enforcement of Rules on the scheduling and postponement of club fixtures, inter-county player availability to clubs, inter-county Challenge and Tournament Games and Closed Periods/Collective Training.
- (c) It shall have responsibility for approving County club fixture programmes on an annual basis.
- (d) It shall be responsible for ensuring County club fixture programmes are consistent with the Rules and stated Policies of the Association in relation to club fixtures and shall only approve programmes that meet these criteria.

**3.56 The Rules Advisory Committee.**

- (A) A Rules Advisory Committee, appointed by Central Council, shall be a Standing Committee on the Rules of the Association (other than the Playing Rules). It shall advise Central Council on matters relating to the Rules.  
It shall prepare Motions, as required by Central Council, for the consideration of Congress, including Motions that are necessary as a consequence of Interpretations of Rule given by the Central Council or Decisions of the Disputes Resolution Authority.
- (B) The Committee shall have authority to:
  - (1) Engage and consult with Units sponsoring Motions for Congress with a view to deciding whether the Motions are in order. The Committee may put a Motion in order where there is a failure to quote the numbers of the Rules affected or where there are minor clerical errors.  
In the case of a Motion submitted by a County not being in order, the County shall be advised in writing of the reason(s) for a Motion being not in order and, subject to a time-limit determined by the Committee, shall be afforded an opportunity to resubmit an appropriately corrected Motion for the consideration of the Committee.



The President shall have the authority at Congress to rule a Motion out of order.

- (2) Combine Motions received from different Sponsors with a broadly common purpose into more manageable and coherent composite Motions.
- (C) In the case of all Motions passed at Congress which involve an amendment or change of Rule, the Standing Committee shall have authority to examine such Motions and without derogating from their meaning, recommend any rephrasing or relocation considered necessary, before a new version of the Rule concerned is printed. Such recommendations shall require the sanction of the Central Council at its first meeting after Congress weekend.

**3.57**

### **The Standing Committee on Playing Rules**

A Standing Committee, appointed by Central Council shall monitor the Playing Rules of Hurling and the Playing Rules of Football on an ongoing basis with regard to:

- (a) the Interpretations of the Rules
- and
- (b) the Implementation of the Rules

The Standing Committee shall have the responsibility of bringing forward to the final meeting of the calendar year of the Central Council each year, proposals for any amendments it considers necessary for the deliberation of Congress of the following year.

County Committees shall have the right to submit proposals to the Standing Committee but it is for the Standing Committee to decide what proposals, or an amalgamation of proposals if they relate to the same Rule, are submitted to Central Council for consideration.

**3.58**

### **World GAA**

- (a) Subject to the overall control of Central Council, World GAA shall be responsible for the promotion of the Aims and Ethos of the Association and the administration of its affairs in areas outside of Ireland assigned to it by Central Council provided always that Central Council can add or remove any geographical area to/from the jurisdiction of World GAA.
- (b) The affairs of World GAA shall be subject to its Constitution and Bye-Laws as sanctioned by the Management Committee. Such Bye-Laws may be approved even if they do not accord with General Rule provided the Management Committee is satisfied such

deviation is necessary for the promotion of the Aims and Ethos of the Association.

- (c) The Chairperson of World GAA shall be appointed by Central Council on the nomination of the Management Committee.
- (d) It shall make recommendations to Central Council on the recognition of areas outside of Ireland as Counties, Provinces or Administrative Areas with the same status as Counties or Provinces.
- (e) It shall exercise such other functions as may be assigned to it by the Management Committee or Central Council.

### **3.59 Handball**

- (a) GAA Handball shall, subject to the overall control of the Central Council, be responsible for the promotion of the National Game of Handball.
- (b) The affairs of the GAA Handball shall be subject to the General Rules of the Association and the Constitution for the regulation of its affairs, as sanctioned by the Management Committee.

### **3.60 Rounders**

- (a) The Rounders Council of Ireland shall, subject to the overall control of Central Council, be responsible for the promotion of the National Game of Rounders.
- (b) The affairs of the Rounders Council of Ireland shall be subject to the General Rules of the Association and the Constitution for the regulation of its affairs as sanctioned by the Management Committee.

### **3.61 Educational Institutions**

Subject to the overall control of the Central Council, the following Councils shall be responsible for the organisation and control of all affairs at the Levels specified hereunder.

- The Higher Education Council in all Higher Education Colleges and Institutes.
- The All-Ireland Post-Primary Schools' Council for all affiliated schools at Second Level.
- The All-Ireland Primary Schools' Council.

Other than where special sanction is granted by Central Council, the affairs of each Council shall be subject to the General Rules of the Association and such Constitutions as are sanctioned by the Management Committee, on behalf of Central Council.

Hearings arising from Disciplinary Cases and Appeals shall be heard by the relevant Committee at County Committee, Provincial Council or Central Council levels.

### **3.62 Gaelic Players' Association**

The Gaelic Players' Association is recognised as the official representative body for senior inter-county players.

### **3.63 Deviation from Rule**

- (a) A County Committee or Higher Council of the Association outside Ireland may apply, in writing, to Central Council for permission to deviate from a specific Rule. Such permission may be given where exceptional circumstances are deemed to warrant it.
- (b) A County Committee or Higher Council may apply, in writing, to Central Council for permission not to exercise, within its jurisdiction, the strict application of a Rule, where strict adherence to the Rule may not be in the best interests of the Association within that jurisdiction. Such permission may only be given in exceptional circumstances in the interests of the promotion of Hurling/Football.  
Application for permission as in (a) and (b) above shall be made annually.

### **3.64 Special Emergency Circumstances**

Where the normal operation of the Association is severely adversely affected due to the existence of a public emergency whether within Ireland (or any part thereof) or outside of Ireland, the Management Committee may, by resolution, declare that Special Emergency Circumstances exist which make it impracticable to conduct the affairs of the Association in accordance with the Rules.

1. Immediately upon making such a declaration the Management Committee shall notify each County of the declaration whereupon the Management Committee may take such steps as are necessary to conduct the affairs of the Association in accordance with its Aims and Ethos notwithstanding anything contained in the Rules including, but not limited to, the suspension or amendment of Rules or parts of Rules and the enactment of new Rules (with power to make such suspension, amendment or enactment retrospective to the date of the declaration of Special Emergency Circumstances, where appropriate).
2. A declaration that Special Emergency Circumstances exist shall be presented to the Central Council for approval as soon as is practicable but no later than two weeks after it has been made. Should the Central Council not approve a declaration by the Management Committee that Special Emergency Circumstances exist, within two weeks, then

- such declaration shall stand annulled, but this shall not invalidate anything done pursuant to such a declaration.
3. A declaration that Special Emergency Circumstances exist shall be for a specified period of no more than twelve weeks. The Management Committee may extend the period of Special Emergency Circumstances for a period or periods of no more than eight weeks each but any such extension shall be presented to the Central Council for approval as soon as is practicable but no later than two weeks after it has been made. Should the Central Council not approve the extension of the period of Special Emergency Circumstances, within two weeks, then such extension shall stand annulled, but this shall not invalidate anything done pursuant to such an extension.
  4. If the Management Committee cannot conduct its affairs as a result of the public emergency which gave rise to the declaration it may delegate any of its powers under this Rule to a sub-committee comprising not less than four of its members, which shall include, unless they are incapacitated or otherwise unavailable, the President and the Director General (the latter of whom shall not have voting rights). Decisions taken by such a sub-committee shall be presented to the Management Committee for approval as soon as is practicable but no later than one week after they have been made. Should the Management Committee not ratify a decision of such a sub-committee, within one week, then that decision shall stand annulled, but this shall not invalidate anything done pursuant to such a decision.

# CHAPTER 4 - ADMINISTRATION

## ADMINISTRATIVE REGULATIONS, PROTOCOLS AND CONTROLS

### 4.1 **Elective Office**

Only a Full Member who has paid his annual Club subscription prior to the 31st March in a membership year shall be entitled to be nominated for or elected to any Elective Office referred to in the Official Guide arising in the same membership year. The onus is on the member to prove he paid his membership subscription.

### 4.2 **Quorum**

The quorum for all meetings of Committees or Councils of the Association shall be one-quarter and not fewer than three of the members entitled to attend, unless these Rules or Bye-Laws provide otherwise.

This requirement shall not apply to a Club General Meeting.

### 4.3 **Voting**

Except where otherwise provided in these Rules, all decisions at General Meetings and Committee Meetings shall be taken by a simple majority of those present entitled to vote and voting, and in the event of a tie, the presiding Chairperson shall have a casting vote in addition to his vote as a member, irrespective of whether or not he had originally voted on the issue. Any decision taken at a duly convened meeting of any Committee or Council of the Association, shall not be rescinded at a subsequent meeting, unless due notice of intention to propose rescindment has been previously conveyed to each member, and the consent of two thirds of those present entitled to vote and voting is obtained.

### 4.4 **Transitional Committee Provisions**

(a) The change or renewal of the membership of any Councils or Committees of the Association (whether in the context of retirement, Annual Congress, Provincial Convention, County Convention or otherwise), shall not defeat or prevent the continuation of any act or procedure commenced prior to the change of membership of that Committee or unit and the newly constituted committee shall have all the powers to continue those acts or procedures as if there had been no change of membership.

- (b) Where there is a gap in time between the expiration of the term of office of members of any Management Committee, Competitions Control Committee or Hearings Committee or the Central Appeals Committee, and their replacement with a new membership (e.g. after a County Convention and before the next County Committee meeting), then, notwithstanding Rule 3.52, the Committee Members formerly in place shall continue to conduct all matters arising as if their term had not expired save that where, by virtue of Bye-Law or otherwise, any person becomes a member of or is to be appointed to any such Committees by virtue of their election to such office (e.g. at a County Convention), that person shall immediately upon election become a member of the Committee in place of his predecessor in that office.

**4.5**

**Correspondence**

All official correspondence to the Central and Provincial Councils in connection with County and Club matters, except as provided for in Rules 7.10 and 7.11 shall come through the Secretary of the County Committee, or if absent, the Assistant Secretary (who was elected at previous County Convention). Likewise, all official Club correspondence to County Committees or Divisional Committees must come through the Club Secretary, or if absent, the Assistant Secretary, provided that the absence has been officially notified in advance, in writing, to the County Secretary or Divisional Secretary, as appropriate.

Official Lists of Players shall be signed by the Secretary or Assistant Secretary or the Official in charge of the team, whose name must be officially notified in advance to the Committee-in-Charge of the competition.

**4.6**

**Communications**

Methods

- (a) Unless otherwise specified in any given case, all notices and other communications under the Rules of the Association (including Objections, Counter-Objections and Appeals) may be given:
- (i) to a Member, either:
- (1) personally, or
  - (2) by post or hand delivery to a Member's usual address, or
  - (3) by email to any appropriate email address notified

- by or on behalf of the Member to the sender or to the Council or Committee-in-Charge, or
- (4) by facsimile to any appropriate facsimile number notified by or on behalf of the Member to the sender or to the Council or Committee-in-Charge; or
  - (5) by hand delivery, post, facsimile or email to the appropriate Secretary having regard to the level at which it is alleged a breach of Rule took place (e.g. Secretary of that Member's Club, County Committee, Provincial Council etc.). The Notice shall be personally addressed to the Member concerned.
- (ii) and to a Unit, either:
- (1) personally to its Secretary, or
  - (2) by post or hand delivery to the address of the Unit or the Secretary's usual address, or
  - (3) by email to any appropriate email address notified by or on behalf of the Unit or its Secretary to either the sender or the Council or Committee-in-Charge, or
  - (4) by facsimile to any appropriate facsimile number notified by or on behalf of the Unit or its Secretary to either the sender or the Council or Committee-in-Charge.
- (b) Where official correspondence is sent by email to or from Units/Committees of the Association or Officers/Representatives of such Units/Committees who have been allocated email addresses in the form of @gaa. ie, the use of such email addresses shall be mandatory for the purposes of compliance with Rules governing Correspondence and Communications.

### **Time of Delivery**

- (c) Unless otherwise proved to the satisfaction of the appropriate Council or Committee-in-Charge (or Appellate Council or Committee as the case may be), such notice or other communication shall be deemed to have been received:
- (i) Where sent by ordinary post, at 10 a.m. on the second day after it was sent;
  - (ii) Where sent by hand delivery, at the time of delivery;
  - (iii) Where sent by e-mail or facsimile, at the time of

transmission.

**Exception (to iii):** If the time of transmission is after 9 p.m. on a Monday to Thursday inclusive, the time of receipt shall be deemed to be 9am the next morning. If the time of transmission is during a week-end, i.e. from 6 p.m. on Friday to 12 midnight on Sunday, the time of receipt shall be deemed to be 9a.m. on the following Monday morning.

- (iv) Where sent by any means to a member via the appropriate Secretary, and the member is affected by a time limit in making a response, the time of receipt by the member shall be deemed to be four hours after its receipt by the appropriate Secretary, subject to the provision in the Exception to (iii) above.

### **Proof of Delivery**

- (d) Where a dispute arises as to the fact or time of service of any notice or other communication by email or facsimile, the sender shall be required to furnish such proof of transmission as the Council or Committee-in-Charge shall deem necessary in the circumstances.

### **Signatures**

- (e) Where a notice or other communication requires a signature, transmission of that notice or other communication by email shall be deemed duly signed if the sender's name (in Irish or for Fixtures Notifications in Irish and/or English) is contained in it and the email message is sufficiently identifiable (by reference to the sender's email address or otherwise) as having emanated from the person purporting to have sent it.

### **Fees and other Enclosures**

- (f) Where any notice or other communication is to be accompanied by monies or any other enclosure, transmission of the notice or other communication by email or facsimile shall not be invalid if the relevant enclosure is actually received within two working days of the email or facsimile transmission.

### **Email Single Transmission**

- (g) Where any notice or other communication, required by Rule to be submitted in duplicate, is sent by email, a single transmission is sufficient compliance.

**4.7**

### **Video and/or Telephone Conferencing**

Video and/or Telephone Conferencing at Conventions,



Meetings and Hearings (“the Meeting”) is allowable, when deemed appropriate by the Committee-in-Charge. A member may apply to avail of such facility by making application, in writing, at least seven days prior to the Meeting (or immediately, where less than seven days notice has been given of the Meeting).

If the facility requested is not allowed by the Committee-in-Charge, the applicant shall be so informed, in writing, at least three days prior to the Meeting (or immediately, where less than three days notice has been given of the Meeting).

A Member participating in Video and/or Telephone Conferencing shall be considered as being “present” at the Meeting.

When Video and/or Telephone Conferencing is deemed appropriate, the facilities for same shall be provided by the Committee-in-Charge.

#### **4.8 Travel and Hotel Expenses**

- (a) The Central and Provincial Councils shall pay the authorised expenses of their Officers and Members.
- (b) Travel and hotel expenses and grants, which shall be reviewed annually, shall be paid to teams competing in All-Ireland Quarter-finals, Semi-finals and Finals. Expenses of all teams shall be withheld by Central Council or Provincial Council until completion of the Championships.

A Central or Provincial Council, as appropriate, may deem that a County fielding an illegal team in an Inter-County Championship shall forfeit travel and hotel expenses or grants.

#### **4.9 Trophies and Medals**

At least twenty trophies shall be awarded in all 15-a-side competitions.

A trophy shall not be named after a living person or after any existing political or semi-political organisation.

A trophy shall not be used for any commercial purposes.

A cup/trophy shall not be filled with any type of alcoholic beverage.

**Penalty:** Twelve weeks Suspension - individual or unit.

- 4.10** The Central Council shall award to All-Ireland winners 9 carat gold medals, depicting the design of the Association, of the following weights: Senior Tier 1: 10 dwt; Senior Tiers 2, 3 and

4, Intermediate, Junior and Under 20, 8 dwt; and Minor 6 dwt. As the design of the Championship medals is the registered property of the Association, the distribution of such trophies beyond the number officially awarded is not permitted.

Trophies shall be awarded to All-Ireland Championship runners-up in all grades.

The number of medals/trophies to be awarded shall be: Senior - up to 26; Intermediate; Junior, Under 20 and Minor - twenty-four.

A miniature replica of the All-Ireland Cup shall be awarded to the Captain of a team winning an All-Ireland Inter-County Senior Championship.

**4.11** The Central Council shall award to Senior Inter-Provincial (Hurling and Football) winners up to twenty four 9 carat gold medals, weighing 8 dwt. and depicting the crests of the four Provinces in enamel, with a gold centre.

**4.12** Provincial Councils shall award up to twenty six gold medals to the winners of the Senior Provincial Hurling and Football Championships, and twenty-four for all other Championship winners. County Committees shall have discretion as to the nature of the prizes to be awarded to County Championship winners.

**4.13** All official medals and trophies shall be inscribed in Irish.

**4.14** Tournament trophies, or their purchase price, shall be lodged with County Committees, Provincial Council, or Central Council, before tournament commences.

Where the competition is for individual prizes or awards to players, no such single prize or award shall exceed €400 in value. Cash prizes are forbidden.

**Penalty:** 24 weeks Suspension for the promoting unit and participating Club or Players.

- 4.15**
- (a) It shall be the privilege of the captain of a winning team (joint captains are not permitted) to accept the trophy on behalf of the team.
  - (b) The safe custody of the trophy shall be the responsibility of the County Committee (Inter-County) or the Club Executive (Club Competition) of the successful team.
  - (c) The Central Council trophies shall be returned to Central Council by the following dates:  
National Leagues, Inter-Provincial and Inter- Club - 1st February.

Inter-County Championship - 1st July.

**Penalty:** re. Section (c) - Fine of €1,000.

#### **4.16 Records**

- (a) The Records created and received by the Gaelic Athletic Association, its members and administrators are the property of the Gaelic Athletic Association.
- (b) The Records of the Gaelic Athletic Association shall be transferred to a recognised G.A.A. Archive in accordance with such directions as may be given by Central Council.

#### **4.17 Players' Injury Fund**

Central Council may make arrangements for the provision of a Players' Injury Fund for registered playing members of affiliated units of the Association. The Fund shall be administered in accordance with the terms and conditions of the Fund as may be determined from time to time.

A team shall not be permitted to participate in any competition or game whatsoever under the jurisdiction of the Association unless they are in compliance with the terms and conditions of the Injury Fund.

Failure to fulfil a fixture as a result of such non-compliance shall result in the forfeiture of the game.

Any member or unit of the Association found, following investigation by Central Council, to have made, or assisted in the making of, a fraudulent claim under the Fund shall be deemed to have discredited the Association and shall be liable to penalties set out in Rule 7.2(e).

### 5.1 Uses of Property

- (a) All property including Grounds, Club Houses, Halls, Dressing Rooms and Handball Alleys owned or controlled by units of the Association (“Association Property”) shall be used only for the purpose of or in connection with the playing of the Games controlled by the Association, and for such other purposes, which accord with the Aims of the Association, that may be sanctioned from time to time by Central Council.
- (b) Central Council has the power, in exceptional circumstances, to authorise the use of Association Property held by a County Committee, Provincial Council or Central Council for activities other than those controlled by the Association in accordance with policy adopted by Central Council.
- (c) Central Council has the power to authorise the use of Association Property which is located outside of Ireland for games other than those controlled by the Association.

#### **Penalty:**

In the event of any Club, County Committee, or Provincial Council acting contrary to this Rule, that body shall be subject to suspension or fine, as deemed appropriate.

(See Appendix 2)

### 5.2 Powers

The Association, through its Central Council, and, subject to the overall authority of the Central Council, its Provincial Councils, County Committees and Clubs shall have the following powers:

- (a) To acquire by purchase, lease, exchange, hire or otherwise, lands and hereditaments of any tenure, or any interest in the same.
- (b) To erect and construct, either by itself or through other parties, houses, buildings, playing fields, stadia, offices, or works of every description on any land of the Association, or upon any other lands or hereditaments, and to pull down, rebuild, repair, reinstate, enlarge, alter, and improve existing houses, buildings, playing fields, stadia, offices, or works thereon, and generally to deal with and improve the property of the Association.

- (c) To sell, lease, let, mortgage, or otherwise dispose of the lands, houses, buildings, hereditaments and other property of the Association.
- (d) To borrow or raise money for the advancement of the aims of the Association.
- (e) To acquire, dispose of, grant licences or otherwise deal with Intellectual Property.
- (f) To employ staff, consultants, advisors and contractors.

### 5.3

#### **Trusts of Association Property**

##### **(A) Property held upon Trust**

All property owned by a Club of the Association or held by other Units of the Association is held upon Trust for the benefit of the club concerned or the Association as the case may be. The Trust is subject to and governed by the provisions of the Official Guide and the Code in relation to Trusts of Association Property, both as amended from time to time. All such property shall be vested in Iontaobhas Corparáideach Chumann Lúthchleas Gael Cuideachta Faoi Theorainn Rátháíochta (“the Corporate Trustee”) and/or a number of full members as Trustees.

##### **(B) Identity of Trustees**

###### **(a) Personal Property**

The Personal Property owned or held by a Unit shall be vested in the Chairperson, Treasurer and Secretary who shall hold it in Trust for the Unit. All other Personal Property owned by the Association shall be held in trust for the Association by the Corporate Trustee.

###### **(b) Real Property**

###### **(1) Club**

The Real Property owned by a Club, shall be vested in the following:

- (i) Five Trustees, three of whom shall be appointed for and on behalf of the Club, one of whom shall be appointed for and on behalf of the relevant County Committee, and one of whom shall be appointed for and on behalf of the relevant Provincial Council; or
- (ii) Four Trustees, three of whom shall be appointed for and on behalf of the Club

and GCT who shall be appointed for and on behalf of the relevant County Committee and Provincial Council; or

(iii) One Trustee being GCT.

For Real Property situated in England and Wales the only available option is (ii).

(2) Administrative Units

(a) The Real Property held by the County Committee, or that held by the combination of Units under the control of a County Committee, shall be vested as follows:-

- (i) Three Trustees, one of whom shall be appointed for and on behalf of the County Committee, one of whom shall be appointed for and on behalf of the relevant Provincial Council, and one of whom shall be appointed for and on behalf of Central Council; or
- (ii) Two Trustees, one of whom shall be appointed for and on behalf of the County Committee, and the other being GCT shall be appointed on behalf of the relevant Provincial Council and Central Council; or
- (iii) One Trustee being the Corporate Trustee.

(b) The Real Property held by the Provincial Council shall be vested as follows:-

- (i) Three Trustees, two of whom shall be appointed for and on behalf of the Provincial Council, and one of whom shall be appointed for and on behalf of Central Council; or
- (ii) Three Trustees, two of whom shall be appointed for and on behalf of the Provincial Council, and the other being GCT shall be appointed for and on behalf of Central Council; or
- (iii) One Trustee being the Corporate Trustee.

(c) The Real Property held by the Central Council shall be vested in the Corporate Trustee who shall be appointed to hold the Real Property for and on behalf of Central Council.

- (d) The Real Property of the Association not owned by a Club or held by an Administrative Unit shall be vested in the Corporate Trustee.

**(C) Code in relation to Trusts of Association Property**

Central Council shall adopt a Code on Trusts of Association Property which shall contain such provisions relating to the Trust and Trustees as are considered appropriate by Central Council, including, without limitation, provisions in relation to:

- a) The Identity of Trustees.
- b) Method of Selection and Appointment of Trustees to Real Property.
- c) Removal of Trustees of Real Property.
- d) Power of Trustees.
- e) Proceedings of Trustees.
- f) Dealings with third parties.
- g) The delegation by Central Council of certain of its functions under the Code .
- h) Interpretation.

This Rule shall give and constitute authority for the carrying out of all functions and actions in accordance with that Code. (See Appendix 2).

**(D) Acceptance of Appointment - Declaration of Trust**

As and when required by Central Council, all Trustees of Real Property shall execute a Declaration of Trust as approved by Central Council. The terms of the Declaration of Trust approved by Central Council may be amended or replaced as determined by Central Council from time to time.

**(E) Indemnity**

Each unit and the Association shall indemnify and save harmless a Trustee in respect of any loss or out of pocket expenses bona fide incurred by him in or about the execution of his powers or duties.

**Penalty**

A Unit failing and refusing to comply with the provisions of this Rule shall be suspended until compliance is agreed and, subject to reasonable time allowed, effected.

**5.4**

**Exclusion**

Bookmaking shall not be permitted within Association property. A member breaching or aiding the breach of this Rule shall be suspended for 24 weeks.



# CHAPTER 6 - GAMES AND COMPETITIONS

## PLAYING ELIGIBILITY/ TRANSFERS/DECLARATIONS

### 6.1 **Transfers and Declarations** - Association's Ethos

As the Gaelic Athletic Association is community centred, based on the allegiance of its members to their local Clubs and Counties, the Transfer and Declaration Rules in this Official Guide and in County Bye-Laws reflect that ethos. A player is considered to owe allegiance and loyalty to his First Club and County, as defined in these Rules.

### 6.2 **Playing Membership Requirements**

- (a) A player must be a registered Full Member or Youth Member of a Club and the Association.
- (b) A player may not be a member of a Club for which he is ineligible to play.
- (c) **Infractions and Penalties:**
  - (i) Competing for a Club for which one is ineligible to play within the County of one's Own Club:  
**Player** – 12 weeks Suspension;  
**Club Chairperson and Secretary** – 12 weeks suspension;  
**Team** -
    - (1) On a proven Objection - Award of Game to the Opposing Team,
    - (2) On an Inquiry by the Committee-in-Charge - Forfeiture of Game without Award of Game to the Opposing Team, or Fine, depending on the circumstances.
  - (ii) Competing for a Club for which one is ineligible to play outside the County of one's Own Club:  
**Player** – 48 weeks suspension;  
**Club Chairperson and Secretary** – 48 weeks suspension;  
**Team:** as above.
  - (iii) Competing for a County for which one is ineligible to play:  
**Player** – 48 weeks suspension;  
**County Chairperson and Secretary** – 48 weeks; suspension;  
**Team** – As in (i) and (ii) above.

### Definitions

**First County:** the County in which a player's First Club (or Club within an Independent Team) is located.

**Own County:** the County in which a player's Own Club (non-College) is based.

**First Club:** The Club (or Club within an Independent Team) with which a player first legally (i.e. in accordance with Rule and Bye-Law) participated in Club Competition at U12 Grade or Over (including Go-Games) organised by the County Committee or one of its Sub-Committees in the County of his permanent residence.

**Own Club:** the Club (non-College) of which an individual is currently a playing member.

**Catchment Area:** An area determined by the County Committee as representative of the hinterland of one or more Clubs. The Boundaries of Catchment Areas may be determined by reference to Parishes (subject to County Boundaries) or other criteria.

**Permanent Residence:** Unless otherwise defined in Bye Law, a place of Permanent Residence of a person shall be the domestic property where (by reference to actual overnight presence, his own or his family's ownership of or tenancy in the property, his place of non-temporary employment, and such other factors as may be considered appropriate) the Council or Committee assessing the question considers his principal private residence to have been for at least the previous month and is likely for at least the ensuing year.

Residence for the purpose of attending a Primary or Post Primary School or a Higher Education College shall not qualify as a Permanent Residence for the purposes of this Rule.

A County may deem certain states of affairs to constitute permanent residence for the purpose of its Bye-Law.

For the purpose of applications for Inter-County Transfers, the foregoing definition shall prevail.

**Other Relevant Connection:** A player shall be considered to have an 'Other Relevant Connection':

- (a) **With a particular County** if:
- (i) Either of the player's parents at the time of the member's birth were permanently resident in that County.
  - (ii) That County is the County of the first Club of either of his parents.

- (b) **With a Particular Club** if:
- (i) Either of the player's parents were at the time of his birth permanently resident in the present Catchment Area of that Club.
  - (ii) In the case of a player whose parents or either of them were permanently resident in Co. Dublin at the time of his birth, that Club was the First Club of either of his parents.
  - (iii) County Bye-Laws either define generally or for specific cases that particular factors give rise to such a connection.

#### **6.4 Attachment to First Club**

- (a) For the purposes of this Rule, a person first becomes a member of the Association by joining a Club of the Association, as a Youth Member or a Full Member (as appropriate), within the County of his permanent residence.
- (b) Counties shall prescribe by means of Bye-Law the extent (if any) to which a person first becoming a member of the Association may have a choice as to what Club he joins within the County
- (c) Bye-Laws may allow a person seeking to become a member of the Association an unfettered choice of Clubs or a limited choice of Clubs (e.g. where choice is limited by permanent residence in or other relevant connection to a Catchment Area and there is more than one Club in a particular Catchment Area), or no choice at all (e.g. where choice is limited by permanent residence in or relevant connection to a Catchment Area and there is just one Club within that Catchment Area).
- (d) When a player first legally participates in Club Competition with a Club (including a Club within an Independent Team) at Under 12 Grade or Over (including Go-Games) organised by the County Committee or one of its Sub-Committees, that Club becomes his First Club.
- (e) Where the Club or all of the Clubs which an intending member is entitled to apply to join refuse to accept him as a member, the County Committee may authorise him to apply for membership of such other Club(s) as it deems appropriate having regard to the spirit of the Rules and Bye-Laws applicable.

## Transfers Within County

- (a) A County shall have a Bye-Law governing the transfer of players from one Club to another within the County. Such Bye-Law shall be consistent with Rule. Such Bye-Law may restrict the eligibility of a player to a transfer by reference to such matters as the County shall consider appropriate (e.g. by reference to permanent residence or Other Relevant Connections between the transfer applicant and the Catchment Area of the proposed new Club etc.).
- A County shall have the option, within County Bye-Law, to allow a player to play with a Club in the area in which he works.
- Additional restrictions of a procedural nature may be imposed if the County considers them appropriate (e.g. limiting the time within a given year when transfer applications might be made).
- (b) A player who wishes to leave one Club to join another in the same County must apply to the County Committee for a transfer.
- (c) The County Committee shall delegate consideration of Applications to its Competitions Control Committee. If requested by any party involved, the Committee shall give the applicant and the two Clubs concerned the opportunity of attending a convened hearing to outline their respective positions on the application.
- (d) The Club of the player seeking a transfer shall be notified of the application and its observations shall be considered if received within such time as may be directed by the Competitions Control Committee.
- (e) The Competitions Control Committee shall make its decision in accordance with Rule and County Bye-Law.
- (f) An appeal against a decision on a Transfer may be made in writing by an aggrieved party to the County Hearings Committee. It shall be made within three working days of the receipt of notification of the decision, it shall state the grounds on which the appeal is being made and shall be signed by the appellant player or in the case of a Club, by its Secretary. Other formalities regarding submission of Appeal (e.g. provision of duplicate copy, fee) outlined in Rule 7.11 (f) to (i), are not applicable in this case.
- All other relevant sections of Rule 7.11 shall apply. An appeal may only be upheld on the basis of the provisions outlined in Rule 7.11(o).

- (g) The Transfer becomes effective:
  - On the expiry of the period allowed for an Appeal against the decision on the Transfer application or, if an Appeal is submitted, on the making of a decision on the Appeal
  - and
  - On Rule 2.3 being subsequently complied with.

## **6.6 Inter-County Transfers**

- (a) A player who wishes to join a Club in another County must apply for a transfer to the Provincial or Central Council, as appropriate.  
An application for Transfer may be made ‘online’.
- (b) Such application shall not be granted unless the player is in permanent residence in the new County.

### **Exceptions:**

- (i) A player who permanently resides outside his First County and wishes to transfer from his current Own Club to his First Club or to the Club (or its successor) of which he was a playing member immediately prior to leaving his First County, may so transfer provided he has not played in a Competition for the first time with his Own Club after January 1st.
  - (ii) A player who has ‘Other Relevant Connection’ With a Particular Club (i), as defined in sub-section(b) of Rule 6.3, subject to the player being Over 18 years as defined in Rule 6.17.
  - (iii) A player who has ‘Other Relevant Connection’ With a Particular Club (ii), (as defined in sub-section (b) of Rule 6.3, subject to the Club he is transferring to is in a County allowed by Central Council to avail of this provision, and sanction for the Transfer is given by the Dublin County Committee (see Appendix 4), subject to the player being Over 18 years as defined in Rule 6.17.
- A player who avails of an Exception above may not thereafter declare for a Club in another County.
- (c) A player whose permanent residence in a County, other than his First County, is terminated, shall not be entitled to commence a new Competition in that County.
  - (d) An Inter-County transfer is a transfer from one County to another County for Club purposes. A Player so transferred must satisfy the requirements of the new County’s Bye Laws as regards the Club he joins.
  - (e) Subject to Sub-rule (b) of this Rule, the application

shall be granted if there is no objection from the Club or County the player is leaving within ten days of the forwarding of the application to the County by the Central Council or Provincial Council, as appropriate

- (f) Where an objection is lodged by the County the player is leaving, it too shall be entitled to have its submission considered and, on appeal, to make submissions.
- (g) An appeal against a decision on an Inter-County Transfer application may be made to the Central Appeals Committee. Such appeal shall conform to the formalities outlined in Rule 7.11 - Appeals, save that the period allowed for an Appeal shall be three working days.
- (h) An Inter-County Transfer involves transfer for all codes and activities at Club level.
- (i) A player who transfers from one County to another County, and within 96 weeks thereafter transfers back to the former County, shall rejoin the Club of which he was a member prior to the initial transfer.
- (j) A Transfer becomes effective:
  - On the expiry of the period allowed for an Appeal against the decision on the Transfer application or, if an Appeal is submitted, on the making of a decision on the Appeal
  - and
  - On Rule 2.3 being subsequently complied with.

### **6.7 Representation at Transfer/Attachment Hearing**

In the case of a member seeking a transfer or attachment to a Unit of the Association, he may be accompanied at a Hearing by one Full Member of either the Club/Unit of which he is currently a member of or the Club/Unit to which he wishes to transfer or be attached.

### **6.8 Playing Restrictions (Club)**

- (A) A player may not play in any Championship in a given year's Championships in more than one County, save as provided in Exceptions below.
- (B) A player may not play with two Clubs in the same code in a given year's Championship, within a County, save as provided for in Exceptions below.
- (C) A player may play Hurling with one Club and Football with another Club, within a County, subject to any restrictions provided in County Bye-Laws.

- (D) A player may not play with two Clubs in the exact same Competition of a given year.

**Exceptions to (A), (B), (C) and (D):**

- (1) Subject to allowance by the County Committee under Rule 3.19 (n):

A Player of a Club without an Under 21/20, Minor or Younger Grade team, subject to County Bye- Laws and any restrictions therein, may play:

- (a) With an Independent Under 21/20, Minor or Younger Grade Team within the County which shall not bear the name of an Adult Club within that County;

or

- (b) With another Under 21/20, Minor or Younger Grade Team within the County. In the case of a team having five or more players under this provision in Rule, the team shall play under and be recognised by the combined names of the Clubs in question or by an Independent name which shall not bear the name of an Adult Club within the County.

A player who plays on a team provided for in (a) or (b) above, shall be a registered member of his Adult Club and shall retain membership of that Club during and at the conclusion of his playing participation with a team formed under (a) or (b).

- (2) Subject to the Higher Education Council's Rules of Eligibility, a Student of a Higher Education College, pursuing a fulltime Undergraduate or Postgraduate Course, may from the Championship Year after his enrolment in the College up to and inclusive of the Championship Year of his Graduation-
- (i) Play with his College Club and with his Own Club, provided he obtains a Permit from the Provincial or Central Council, as appropriate.
- (ii) Play with his College Club and his Own Club, where the latter is in the same County and of a lower grade, and he obtains a permit.
- (iii) Play with his College Club in adult competitions and with his Own Club in Under 21/20 and Minor competitions, where the latter Club is of Senior status within the same County as the College Club, provided that the

player obtains a transfer to the College Club from the County Committee.

- (iv) Play with a College Club and with a club in Britain, provided he does not play with his Own Club, and obtains a Permit from the Central Council on the approval of the County Committee of his Own Club.

**Notes:** (a) A “College Club” for the purpose of this Rule shall mean a Club Affiliated to, and under the jurisdiction of a County Committee. (A “College Club” shall otherwise mean a Club Affiliated to, and under the jurisdiction of the Higher Education Council).

- (b) A Student may avail of this Rule to play for only one College in any Championship Year.

- (3) A player who is pursuing a full-time course of study in a Country under the jurisdiction of the European Board may play with a Club in the European Union country of study, or the nearest club to his place of study, including a College Club if one exists, and with his Own Club, provided he is participating in a recognised programme of study of a minimum of 12 weeks duration, and he obtains a Permit from the Central Council.
- (4) A player who has received an Authorisation under Rule 6.12 (a) or a Sanction under Rule 6.12(b).
- (5) A player who transfers to a new Club within a County and who has already played in a given year’s Championship with his former Club may play with his new Club only in non-championship competition(s) of that year, provided he has not played with his former Club in the exact same competition(s).
- (6) A player who joins a new Club on an Inter-County transfer and who has already played in a given year’s Championship with his former Club may play with his new Club only in non-championship competition(s) of that year.



- (E) A player may play with another Club in a non-trophy game, provided he obtains the permission of the County Committee or higher authority.

## **6.9 Playing Restrictions (County and Province)**

- (a) In general, a player may only play for the County of his Own Club and its Province.
- (b) (i) A player who transfers to a Club of a County other than his First County shall have an option to play for either his First County and Province, by declaration, or the County of his Own Club and Province.
- (ii) A player may declare for a County based on ‘Other Relevant Connection’ With a Particular County (i), as defined in sub-section (a) of Rule 6.3, subject to the player being Over 18 years as defined in Rule 6.17.
- (iii) A player may declare for a County based on ‘Other Relevant Connection’ With a Particular County (ii), as defined in sub-section (a) of Rule 6.3, subject to that County being allowed by Central Council to avail of this provision, and the Player’s Declaration receives the sanction of the Committee of his First County or Own County, as applicable (see Appendix 4), subject to the player being Over 18 years as defined in Rule 6.17.

A written Declaration for a County may be lodged or revoked on or before the last day of March in any year. A player transferred outside his First County after the last day of March may, on such transfer, declare for his First County.

A player who declares for a County in pursuance of this Rule, may not thereafter declare for another County.

- (c) A player shall have played in Club Championship with a Club, Group or a Divisional Team in a County in the previous or current year (not on the basis of an Authorisation, Sanction or Permit granted under Rules 6.12 or 6.8) to be eligible to play in any Inter-County Competition with that County, save:
- (1) Where the County is his First County, or
  - (2) He has Declared for that County under ‘Other

Relevant Connection' With a Particular County (i) or (ii), as defined in sub-section (a) of Rule 6.3 or under Rule 6.10

- (d) A player who has commenced to play for a County in a particular competition may finish that competition, and play for another County, which he joins by declaration or transfer.
- (e) A player shall not play for a second County in a competition of a given year.

### **6.10 Special Eligibility Provisions for Hurling**

For Senior Inter-County Hurling Competitions, a player, subject to the conditions hereunder, shall be entitled to -

- (a) Declare for the First County of either of his parents; or
- (b) Play for the County of Residence, provided this County is a designated County as provided for in Condition (1) below, while continuing to be eligible to play with his Own Club.

The following Conditions shall apply:

- (1) The County availing of this Rule is not participating in the All-Ireland Senior Hurling Championship (Liam McCarthy Cup) or Division 1 of the National League, or Tier 2 Senior Hurling Championship (Joe McDonagh Cup) or Tier 3 Senior Hurling Championship (Christy Ring Cup).
- (2) A County availing of this Rule may have a maximum of three such players sanctioned in any Championship Year.
- (3) The permission of a player's Own County must be obtained.
- (4) A player may avail of this Rule for only one County, and may not declare for an Own County for Football.
- (5) If a clash of Championship Fixtures arises between that of a player's Own Club and that of the County availing of this Rule, the player shall play with his Own Club.
- (6) Permission to avail of this Rule shall be for one Championship Year at a time, and application must be made annually for renewal of permission.  
The closing date for Applications each year shall be the 31st March.

### **6.11 Non Affiliated Bodies**

- (a) A member or any unit of the Association shall not participate in games of Gaelic Football, Hurling or Handball promoted by a body not affiliated to Central Council, without the prior sanction of Central Council.

- (b) A Club or other unit shall only participate, as such, in games controlled by the Association and against a Club or other unit of the Association, unless the prior sanction of Central Council has been given.

**Penalty:** 48 weeks Suspension.

## **6.12** **Playing in U.S.A./Canada/Australasia/Europe**

- (a) A week-end Authorisation is required by any player intending to assist a Club in a game under the jurisdiction of the New York Board or the European Board. The Official Authorisation, in duplicate, requires the signatures of the player's Home Club Secretary and the County Secretary, and must be presented for signature by the Director General (or other designated person) in Croke Park before 4 p.m. on the Wednesday before the game.

An Authorisation is valid for one week-end only other than where there is a replay of the game for which the Authorisation was granted.

The maximum number of authorised players to assist a Club on any week-end shall be two in Football and three in Hurling.

- (b) (i) A player intending to play on a longer term basis in the area governed by either the New York Board or the Canadian Board - must obtain an Official Sanction in duplicate, signed by his Club Secretary, the County Secretary and the Director General (or other designated person).

- (ii) A player intending to play on a longer term basis in the area governed by the USGAA Board must obtain an Official Sanction or an Official J1 Sanction in duplicate, signed by his Club Secretary, the County Secretary and the Director General (or other designated person).

A player who has been included on an Inter-County Senior Championship list submitted to the Referee, in accordance with Rules of Specification 2.5 (ii)(a) for a game in the current year's Championship shall not be eligible to be accepted for Registration as a member of any Club in the USGAA Board Jurisdiction.

**Exception:** A player who has been included on an Inter-County Senior Championship list

submitted to the Referee, in accordance with Rules of Specification 2.5 (ii)(a), for a game in the current year's Championship, who holds a valid current J1 Visa or meets the eligibility requirements to obtain a J1 Visa, and who obtains an Official J1 Sanction in duplicate, signed by his Club Secretary, the County Secretary and the Director General (or other designated person), may be accepted for registration. Such a player may only have his J1 Sanction approved once his team has been eliminated from the Inter-County Championship including All-Ireland Qualifier games.

The J1 Visa concerned with this Exception is the J1 Work and Travel Programme Visa only – i.e. the four month Visa for 3rd Level Students.

- (iii) A Sanction shall entitle a player to play with a club in either the New York, Canadian or USGAA Board areas from 1st March to the end of October in any one year.
- (iv) A Sanction shall not be granted after the 1st July for players intending to play in the Canadian Board or USGAA Board areas, or after the 20th July for players intending to play in the New York Board area.
- (v) A player who has received a Sanction shall not be eligible to play with his Own Club in Ireland (other than in exceptional circumstances to be determined from time to time by the Central Council) for the 30 days after the date of approval of his Sanction in Croke Park but is eligible to play with his Own County.
- (vi) A Sanctioned player who returns to Ireland and plays with his Own Club may not subsequently return to resume playing in America or Canada in the same year.
- (vii) The number of Sanctioned Players permitted for any Club in the USGAA Board area shall be as follows:
  - (1) A Club with one team - a maximum of ten.  
**Exception:** A Senior Hurling Club with one team may have a maximum of twelve.
  - (2) A Club with a second team - a further eight,

restricted to the grade of the second team. In addition, a Club may also avail of the services of Players who have a valid current J1 Visa, as well as a separate J1 Sanction.

In the case of the Canadian Board Area, the maximum number of Sanctioned Players per club shall be ten.

In the case of New York, the maximum number of Sanctioned Players per team shall be six.

- (viii) All Sanctioned players shall have the same status regardless of when they travel.
  - (ix) A player who has received a Sanction may not, in the same year, transfer to a Club in Britain (unless qualified under Rule 6.6), or Europe.
  - (x) A player may receive only one Sanction in any Calendar Year.
- (c) Authorisations and Sanctions, as outlined in (a) and (b) above, are available only to the following categories of players:
- (1) A current playing member of a Club in Ireland.  
**Exception:**  
A player who obtains an Inter-County Transfer from a Club in Britain to a Club in Ireland shall not be eligible to obtain an Authorisation or Sanction within twenty-four weeks from the date of such a transfer being granted.
  - (2) A current playing member of a Club in Britain when the player's First Club, as defined in Rule 6.3, is in Britain.  
Otherwise, playing members of Clubs in Britain are not eligible for Authorisations or Sanctions.
- (d) (i) A player who remains permanently (i.e. beyond one Playing Season) in the USGAA or Canadian Board areas shall be eligible to obtain an Inter-County transfer. Applications for such transfer shall be lodged in Croke Park by March 31st in any year.
- (ii) In the case of a player moving permanently to the Area under the jurisdiction of the New York Board or the Australasian Board, a transfer shall be necessary.  
A player shall be considered to have moved permanently after he has been a minimum of four weeks in the new jurisdiction.

- (e) Application for an Authorisation or Sanction may be made 'online'.

**Penalties:**

- (1) A unit which exceeds its quota of Sanctions, as detailed at (b)(vii) above, will forfeit its entitlement to Sanctioned players in the following year.
- (2) For other infringements of this Rule - 24 weeks Suspension.

## ELIGIBILITY FOR CHAMPIONSHIPS/GRADINGS

### 6.13 Senior

Subject to the Restrictions set out in Rule 6.17, all players are eligible to participate in Inter-County and Inter-Club Senior grade.

### 6.14 (1) Inter-Club Intermediate

Subject to the Restrictions set out in Rule 6.17, all players are eligible to participate in Inter-Club Intermediate grade except:

- (a) Those who are currently graded as Club Senior Championship status in the Code.
- (b) Those who are excluded from Intermediate status by County Bye-Law, consequent on their having played on the winning team in the previous year's County Senior or Intermediate Championship Final.

### (2) Inter-Club Junior

Subject to the Restrictions set out in Rule 6.17, all players are eligible to participate in Inter-Club Junior Grade except:

- (a) Those who are currently graded as Club Senior or Intermediate Championship status in the Code.
- (b) Those who are excluded from Junior status by County Bye-Law, consequent on their having played on the winning team in the previous year's County Senior, Intermediate or Junior Championship Final.

### Penalties:

**Player** - twelve weeks Suspension.

**Team** - On a proven Objection -- Award of Game to Opposing Team.  
On an Inquiry by the Committee-in-Charge - Forfeiture of Game without Award of Game to Opposing Team, or Fine, depending on the circumstances.

### 6.15 Inter-County Intermediate Hurling

Subject to Age Restrictions set out in Rule 6.17, all players are eligible to participate in the Inter-County Intermediate Hurling Championship except:

- (a) Those who have played on an Inter-County Senior Championship team in the current or preceding Championship years.
- (b) Those who have played on Own Club Senior Team in

the preceding year's County, Provincial or All-Ireland Championships.

Exceptions:

- (i) This does not apply to a County that is permitted by the Central Council to play its second best Team.
  - (ii) A player who participated as a temporary substitute only, as provided for in Rule 1.5(b), Rules of Control, O.G. Part 2, in a Championship match and consequently did not lose his lower Championship status in accordance with Rule 6.19, is eligible to participate in an Inter-County Intermediate Hurling Team.
- (c) Those who have played on the winning team in the preceding year's All-Ireland Intermediate Championship Final.

**Penalties:**

**Player** - twelve weeks Suspension

**Team** - On a proven Objection – Award of Game to Opposing Team.  
On an Inquiry by the Committee-in-Charge – Forfeiture of Game without Award of Game to Opposing Team, or Fine, depending on the circumstances.

**6.16**

**Inter-County Junior Football – Britain**

All players in the Counties in Britain, subject to Age Restriction, are eligible to participate excluding:

- (a) Those who have played on an Inter-County Senior Championship team in the current Championship Year.
- (b) Those who have played on Own Club Senior team in the previous year's County, Provincial or All-Ireland Championships.

**Exception:** This is not applicable to a County graded Junior by the Central Council, in which case all Club players in the County (including players declaring for the County), except as otherwise provided for in this Rule, are eligible.

**Penalties:**

**Player** - twelve weeks Suspension

**Team** - On a proven Objection – Award of Game to Opposing Team.  
On an Inquiry by the Committee-in-Charge – Forfeiture of Game without Award of Game



to Opposing Team, or Fine, depending on the circumstances.

## **6.17 Age Grades**

### **CLUB**

#### **Adult:**

A Player shall have celebrated his 17th birthday prior to January 1st of the Championship Year.

#### **Under Age Grades**

A County shall determine its internal Under Age Grades for competition purposes within the parameters of Under 21 down to Under 11, subject to Central Council policy and the following eligibility criteria:

**Under 21:** A Player shall have celebrated his 16th. birthday prior to January 1st. and his 21st. birthday on or after January 1st. of the Championship Year.

**Under 20:** A Player shall have celebrated his 16th. birthday prior to January 1st. and his 20th. birthday on or after January 1st. of the Championship Year.

**Under 19:** A Player shall have celebrated his 15th. birthday prior to January 1st. and his 19th. birthday on or after January 1st. of the Championship Year.

**Under 18:** A Player shall have celebrated his 14th. birthday prior to January 1st. and his 18th. birthday on or after January 1st. of the Championship Year.

**Under 17:** A Player shall have celebrated his 13th. birthday prior to January 1st. and his 17th. birthday on or after January 1st. of the Championship Year.

**Under 16:** A Player shall have celebrated his 12th. birthday prior to January 1st. and his 16th. birthday on or after January 1st. of the Championship Year.

**Under 15:** A Player shall have celebrated his 11th. birthday prior to January 1st. and his 15th. birthday on or after January 1st. of the Championship Year.

**Under 14:** A Player shall have celebrated his 10th. birthday prior to January 1st. and his 14th. birthday on or after January 1st. of the Championship Year.

**Under 13:** A Player shall have celebrated his 9th. birthday prior to January 1st. and his 13th. birthday on or after January

1st. of the Championship Year.

**Under 12:** A Player shall have celebrated his 9th. birthday prior to January 1st. and his 12th. birthday on or after January 1st. of the Championship Year.

**Under 11:** A Player shall have celebrated his 8th. birthday prior to January 1st. and his 11th. birthday on or after January 1st. of the Championship Year.

## **INTER-COUNTY**

**Adult** A player shall have celebrated his 18th birthday prior to January 1st of the Championship Year.

**Under 20 (Hurling)** A player shall have celebrated his 17th birthday prior to January 1st and his 20th birthday on or after January 1st of the Championship Year.

A player who plays an Inter-County Senior Hurling (Tier 1) Championship game at any stage in a current Championship Year shall be ineligible to participate in the Inter-County U20 Hurling Championship in that year until after his County Senior hurling team has been eliminated from the Inter-County Championship.

**Under 20 (Football)** A player shall have celebrated his 17th birthday prior to January 1st and his 20th birthday on or after January 1st of the Championship Year. A player who plays an Inter-County Senior Football Championship game at any stage in a current Championship Year shall be ineligible to participate in the Inter-County Under 20 Football Championship in that year until after his County Senior football team has been eliminated from the Inter-County Championship.

**Minor (Under 17)** A player shall have celebrated his 15th birthday prior to January 1st and his 17th birthday on or after January 1st of the Championship Year.

Adult shall include Senior, Intermediate and Junior Grades.

Girls may participate only up to and including the Under 12 Grade.

**Note:** In the interests of the avoidance of any doubt regarding Age Grade eligibility, Championship Year shall mean the Calendar Year in which the Competition is commenced. In the event that the Competition is completed in a subsequent

Calendar Year, such circumstances shall not be construed so as to allow a player who was ineligible, by reason of age, at the date of the commencement of the Competition to play in the Competition at any time up to and including the date of its conclusion.

**Penalties:**

**For breach of upper Age limit:**

**(i) Team Penalty:**

On a Proven Objection – Award of Game to Opposing Team.

On an Inquiry by the Committee-in-Charge - Forfeiture of Game without Award to the Opposing Team.

**(ii) Player:**

For breach in Under 16 or Younger Grades – 4 weeks Suspension.

For breach in Minor or Under 21 Grades – 24 weeks Suspension.

**(iii) Person(s)-in-Charge of the Team** in which the breach is committed – 48 weeks Suspension.

**(iv) Chairperson and Secretary of a Club:**

For breach in Minor or Under 21 Grades – 48 weeks Suspension.

**For Breach of lower Age Limit:**

**(i) Team Penalty:**

On a Proven Objection – Award of Game to Opposing Team.

On an Inquiry by the Committee-in-Charge – Forfeiture of Game without Award to the Opposing Team.

**(ii) Player:** For breach in any Grade – 2 weeks Suspension.

**(iii) Person(s)-in-Charge of the Team** in which the breach is committed – 8 weeks Suspension.

**6.18**

**County Participation Restriction**

A County may participate in both the Senior (Tier 1) and the Intermediate All-Ireland Hurling Championships. Otherwise, a County shall participate in one Tier - Tier 2,3 or 4 of the All Ireland Senior Hurling Championship.

A County may enter only one Team in any permitted Championship Grade unless Central Council grants permission to enter additional Team(s) for developmental purposes.

### **Club Championship and League Status of Players**

A player is graded by his Championship Status e.g. if a player plays in a Senior Championship game he is graded Senior for the remainder of that Championship Year, and may not be subsequently regraded during that Championship Year.

#### **Exception:**

A County, through its Bye Laws, may make provision for a player to be regraded during that Championship year subject to any guidelines issued by Central Council.

Participation in the Provincial and/or All-Ireland Club Championships, other than as allowed in Rule 6.8 Exception (2), grades a Player by the relevant status of that Championship.

A player shall not thereafter play in a current year's Competition (Championship, Relegation Play-Off, League etc.) of a lower grade than that of his current Championship status.

A player shall not lose his current Championship status by:

- (1) Playing in a Senior or Intermediate Championship on a Divisional or Group Senior or Intermediate team.
- (2) Playing on a College Club team in a Senior Championship, as allowed by Rule 6.8, Exception (2).
- (3) Participating in a game or Competition the purpose of which is to determine Qualification/Relegation for the following year's Championship.  
or
- (4) Participation as a Temporary Substitute, as provided for in Rule 1.5 (b) Rules of Control, in a Championship Match of a higher grade than his current Championship status.
- (5) Playing in a higher grade Championship in USGAA, New York, Canadian or European Board areas under Rule 6.12.

#### **Penalties:**

**Player** - twelve weeks Suspension.

**Team** - On a proven Objection -- Award of Game to Opposing Team.  
On an Inquiry by the Committee-in-Charge-  
Forfeiture of Game without Award of Game to Opposing Team, or Fine, depending on the circumstances.

### **Gradings of Clubs and Players**

The Gradings of Clubs and Players shall be controlled by a County Committee, through a County Bye-Law, which shall set down the Regrading criteria (e.g. timing) which does not conflict with General Rule. The Grading of Clubs shall be subject to Rule 3.30(j).

A County Committee shall delegate responsibility for dealing with applications for Regrading to its Competitions Control Committee subject to the following:

- (a) The County Committee shall retain the right to make the final decision on an application for Regrading by a Club.
- (b) A player aggrieved by a decision on his application for Regrading shall have the right of appeal to the County Hearings Committee whose decision shall be final. The appeal shall be made within three working days of the receipt of notification of the decision, it shall state the grounds on which the appeal is being made and shall be signed by the appellant player. Other formalities regarding submission of appeal (e.g. provision of duplicate copy, fee) outlined in Rule 7.11 (f) to (i), are not applicable in this case. All other relevant sections of Rule 7.11 shall apply. An appeal may only be upheld on the basis of the provisions outlined in Rule 7.11(o).

A County Committee may, in its Bye-Law, allow for a player to be regraded by more than one level during a Championship Year, provided that:

- (1) He has not played in a higher Championship Grade in that Championship Year.

**Exception:**

A County, through its Bye Laws, may make provision for a player to be regraded during that Championship year subject to any guidelines issued by the Central Council.

and

- (2) He is not regraded by more than one level on a single application i.e. from his existing Championship status to the next lower Championship Level that his Club is engaged in at the time of application.

A player who joins, by transfer, a Club whose highest status is lower than the player's current Championship status, shall be automatically regraded to that Club's highest Championship status.

# CHAMPIONSHIPS

## CLUB CHAMPIONSHIPS

### 6.21 County Championships

- (1) A County Committee shall organise its Championships on a Knock-Out, League, or a Combination of League and Knock-Out basis.
- (2) The maximum number of teams that may participate in an adult County Championship shall be 16.  
**Exception:** Junior or lower grades  
**(Note:** to apply from January 1st, 2023).
- (3) A County may be divided into districts for these Competitions.
- (4) The Committee-in-Charge shall draw up and approve all other Regulations governing the Organisation of a Championship, in advance of its commencement. A Regulation once adopted shall remain in force unless altered or deleted by a simple majority of those present, entitled to vote and voting.  
Alterations may be considered only on an annual basis.
- (5) If a Championship is partly organised on a League basis, the following Regulations shall apply:
  - (a) League results shall be credited as follows: 2 points for a win, and one for a draw.
  - (b) If a Team is Disqualified or Retires during the course of the League Stage, its played Games shall stand and its unplayed Games shall be awarded to the Opposing Teams.
  - (c) Except where provided for otherwise in these Rules, in County Bye-Law or in Competition Regulation, when Teams finish with equal points for Qualification for the Concluding Stages, or for Promotion or Relegation, the tie shall be decided by the following means and in the order specified:
    - (i) Where two Teams only are involved - the outcome of the meeting of the two Teams in the previous game in the Competition;
    - (ii) Scoring Difference (subtracting the total Scores Against from total Scores For);
    - (iii) Highest Total Score For;

(iv) A Play-Off.

**Exceptions to (c):**

Except where provided for otherwise in County Bye-Law or Competition Regulation, Regulations (i), (ii) and (iii) above shall not apply to Under 16 or younger age grade competitions.

- (d) In the event that two teams or more finish with equal points, but have been affected by a disqualification, loss of game on a proven objection, retirement or walk over, the tie shall be decided by the following means:
- (i) Score Difference from the games in which only the teams involved, (teams tied on points), have played each other. (subtracting the total Scores Against from total Scores For)
  - (ii) Highest Total Score For, in which only the teams involved, have played each other, and have finished equal in (i)
  - (iii) A Play-Off
- (e) A Disqualification shall only affect further participation in the current Championship involved and not the following year's Championship or Qualification for it. In the context of a Disqualification, in any Promotion or Relegation Process, a Team shall retain the points it has won in a Stage of the Championship run on a League Basis.

**6.22 Inter-County Players Availability to Clubs**

Players who are not included in an Inter-County Senior Panel of twenty-six players, shall be available to their Clubs on the week-ends of National League and Senior Championship games.

Penalty: A County shall forfeit Home Venue for its next 'Home Game' in the respective National League.

**6.23 Notice for Championship Games**

Notice for Club Championship games shall be as follows: Adult Championships, including Under 20/21 - five days (120 hours); Other grades of Championship - in accordance with County Bye-Laws and/or County Regulations governing the Championships, but shall not be less than four days (96 hours); Replays and Refixtures - four days (96 hours). Notice for original fixtures shall be in writing, but notice for

replays/refixtures need not necessarily be in writing.

#### **6.24 Disqualification**

The Penalties for a Club/Unit failing to fulfil a Championship Game shall be as follows:

- (a) In a 'Knock-Out' Game - the Club shall be Disqualified from the Championship and the Game Awarded to the Opposing Team.
- (b) In a 'League Stage' of a Championship –
  - (i) For a First Failure - the Game shall be Awarded to the Opposing Team, but without Disqualification, subject to the condition below.  
If in the opinion of the Committee-in-Charge, the failure to field was for an ulterior purpose, affecting the position(s) of other Club(s), the defaulting Club may, at the discretion of the Committee, be disqualified from the Championship.
  - (ii) For a Second Failure – a Club shall be Disqualified from the Championship and the Game shall be Awarded to the Opposing Team.
- (c) A Club/Unit shall be compelled to pay any Fine imposed for loss of revenue by the Committee-in-Charge and all vouched reasonable expenses incurred, and failure to do so shall involve a Suspension of forty eight weeks.
- (d) A Club failing to give two clear days notice, in writing, of its intention not to fulfil a Championship Game shall be liable to a Suspension of 24 weeks.
- (e) The Procedures stated in Rule 7.3 shall be followed.

#### **6.25 Organisation (Provincial and All-Ireland)**

- (a) Provincial and All-Ireland Club Championships shall be organised in Senior, Intermediate and Junior Grades. The following Eligibility Rules shall apply:
  - (i) A Divisional or Group Team winning a County Championship shall not participate.
  - (ii) The Intermediate and Junior Grades shall be confined to Clubs whose top grade is respectively Intermediate or Junior save in circumstances where a Club is nominated by a County Committee, recommended by the Competitions Control Committee of Provincial Council, and prior



approval is given by the Central Competitions Control Committee for that Club to compete in the Provincial and All-Ireland Club Championships in a lower grade than its grade status within its County.

If a County Championship winning team is ineligible as a result of (i) or (ii) above or alternatively ineligible by reason of Debarment, Suspension or as a result of any Disciplinary Action whatsoever, the County Committee concerned shall nominate an eligible Club of the appropriate Championship status to represent it.

Similarly, in the event of a County Championship not being completed but only one remaining team in that championship is eligible to participate in the Provincial Championship, the County Committee shall nominate that Club to represent it.

Nominations in any other circumstances are not allowed. Except as provided above, in the event of a County or Provincial Championship not being completed, the respective Provincial or All Ireland Championship shall continue without a representative of the County or Province concerned.

The County, Provincial and All-Ireland Stages of the respective Club Senior, Intermediate and Junior Football and Hurling Championships constitute the one Competition.

- (b) Where a player's Own Club and College Club win their respective County Championships in the same grade, the player shall be eligible to play only with his Own Club in the Provincial and All-Ireland Championship in that grade.

If a player's Own Club and College Club win County Championships in two different grades, the player shall be eligible to play with both Clubs in the Provincial and All-Ireland Championships in their respective grades.

#### **6.26 Team Party – Provincial/All-Ireland Club**

A Team Party competing in a Provincial or All-Ireland Club Championship shall consist of not more than thirty players.

#### **6.27 Under 13 and Younger Age Grades.**

Games in the Under 11 and younger age grades shall be organised on the 'Go Games' model, as approved by Central Council. Games in the Under 12 and Under 13 age grades shall be organised on a league basis, as approved by Central Council.

## INTER-COUNTY CHAMPIONSHIPS

### 6.28 Organisation

THE CHAMPIONSHIPS SHALL BE ORGANISED AS FOLLOWS:

#### (A) All-Ireland Senior Football Championship Tier 1: Sam Maguire Cup

##### (i) Provincial Championships

These Championships shall be played on a Knock Out Format. Group or 'Round Robin' Formats may not be used. The winners of the Provincial Championships shall qualify for the All-Ireland Championship Quarter-Finals Group Stage.

##### (ii) All-Ireland Qualifiers Counties Participating

The following Counties shall be eligible to participate in the All-Ireland Championship Qualifiers:

- (a) The National League Divisions 1 and 2 Counties excluding the four Provincial Championship Winners in the Competition Year.
- (b) Any League Division 3 or 4 County that has qualified for its Provincial Championship Final in the Competition Year.
- (c) The previous year's Tier 2 Championship Winners if not already qualified for a National League Division higher than Division 3. (Applicable from year 2021)

The composition of the respective Divisions of the National League referred to in (a), (b) and (c) above shall be on the basis of the composition of these Divisions as determined for the National League of the following year on the basis of the outcomes of the National League, including those of Promotion and Relegation, of the Competition Year.

##### Preliminary Round

A Preliminary Round shall be played to reduce the number of teams to eight.

The Preliminary Round shall be confined to Counties that have not qualified for their Provincial Championship Semi-Finals in the Competition Year.

Byes are permitted in the Preliminary Round Draw where an uneven number of teams are involved.

### **Round 1**

There shall be four pairings.

An Open Draw shall be made to determine the pairings.

### **Round 2**

Each of the four defeated Provincial Championship Finalists shall play against one of the four Winners from Round 1.

An Open Draw shall be made to determine the pairings.

### **(iii) All-Ireland Quarter-Final Group Stage**

The All Ireland Quarter-Final Group Stage shall be on a League basis of two Groups of four teams, with each team in a Group playing the other teams once.

The Groupings in Year 1 were as follows:

#### Group 1

Team 1: Munster provincial winner

Team 2: Connacht provincial winner

Team 3: Ulster runner-up, or team that defeats them in round 4

Team 4: Leinster runner-up, or team that defeats them in round 4

#### Group 2

Team 1: Ulster provincial winner

Team 2: Leinster provincial winner

Team 3: Munster runner-up, or team that defeats them in round 4

Team 4: Connacht runner-up, or team that defeats them in round 4

The Groupings in succeeding years were determined by Central Council and on the basis of two Provincial Champions being in each Group of four teams.

The order of fixtures shall be as follows:

#### **Phase 1**

Team 1 v Team 2 (neutral venue)

Team 3 v Team 4 (neutral venue)

#### **Phase 2**

Team 1 v Team 3 or 4 (venue: Home advantage for Team 3 or 4)

Team 2 v Team 3 or 4 (venue: Home advantage for Team 3 or 4)

### **Phase 3**

Team 1 v Team 3 or 4 (venue: Home advantage for Team 1)

Team 2 v Team 3 or 4 (venue: Home advantage for Team 2)

The Central Competitions Committee shall make the Draws for Phases 2 and 3.

#### **Tie-breakers:**

In the event of teams finishing on equal points in a Quarter-Final Group, the tie shall be decided by the following means and in the order specified:

- (i) Where two Teams only are involved – the outcome of the meeting of the two Teams in the Group
- (ii) Score difference – subtracting the total Scores against from the Scores for.
- (iii) Highest Total Score For
- (iv) Highest Total Goals For
- (v) A Play-Off

#### **(iv) All-Ireland Semi-Finals**

In the All-Ireland Semi-Finals –

The Group 1 Quarter-Final winner shall play the Group 2 Quarter-Final Runner-up.

The Group 2 Quarter-Final winner shall play the Group 1 Quarter-Final Runner-up

#### **(v) All-Ireland Final.**

#### **Venues for Tier 1 Games**

Home Venues shall be used for the Preliminary Round and Round 1 games of the All-Ireland Qualifier Series, with the first team drawn having Home Advantage.

Venues for Round 2 shall be determined by the Central Competitions Control Committee.

(Note: The above Experimental Championship Format has one year to run following Covid 19 disruption.)

## **Tier 2**

### **Counties Participating**

The following Counties shall be eligible to participate in this Championship:

All National League Division 3 and 4 Counties excluding the following:

Counties that are qualified for their respective Provincial Championship Finals in the Competition Year.

The previous year's Tier 2 Championship Winners, if still a National League Division 3 or 4 County. (Applicable from year 2021).

The composition of the respective Divisions of the National League referred to above shall be on the basis of the composition of these Divisions as determined for the National League of the following year on the basis of the outcomes of the National League, including those of Promotion and Relegation, of the Competition Year.

### **Format**

The Championship shall be played on a knock-out basis.

Round 1 and the Quarter Finals shall be organised on a geographical basis with Northern and Southern Sections.

The Central Competitions Control Committee shall decide on an annual basis which Counties shall be included in each Section.

The Draws shall be conducted by the Central Competitions Control Committee.

### **Round 1**

Where less than sixteen teams are involved, Bye(s) shall apply. This Round shall be played to reduce the number of teams to eight.

### **Quarter-Finals**

This stage shall be comprised of the Winners and any Bye Team(s) of Round 1. The Winners of the four pairings shall qualify for the Semi-Finals.

### **Semi-Finals**

An Open Draw shall determine the two pairings.

### **Final**

## **Venues for Tier 2 Games**

Home Venues shall be used for Round 1 and Quarter-Final games, with the first team drawn having Home Advantage. The Venues for the Semi-Finals shall be determined by the Central Competitions Control Committee.

## **Scheduling for Tiers 1 and 2**

Qualifier Games shall be played on Saturdays/Sundays as deemed appropriate by the Central Competitions Control Committee, but the Schedule of Games shall avoid conflict with the Provincial Championships schedules (including Replays) and shall also allow sufficient dates for Club Championship fixtures. Consideration shall be given to the dual involvement of Counties in both Hurling and Football, and, where feasible, avoid the same weekend.

Provincial Runners-Up shall be allowed, were feasible, a thirteen-days gap between their Provincial Final and their participation in the All-Ireland Qualifier Series.

All Games in each Round of the All-Ireland Qualifier Series shall be played over not more than two consecutive weekends, save in exceptional circumstances.

### **(B) ALL-IRELAND SENIOR HURLING CHAMPIONSHIP**

#### **Tier 1: Liam MacCarthy Cup Counties Participating**

The following Counties shall be eligible to participate in this Championship in 2021:

In Munster Championship - Tipperary, Limerick, Cork, Clare and Waterford,

In Leinster Championship - Wexford, Kilkenny, Galway, Dublin and Laois and Antrim.

#### **Stages:**

#### **(i) Provincial Championships**

Leinster Championship shall have Six Teams in its Championship and shall be played on a Round-Robin basis. Each County shall have three home games and two away games which shall rotate every other year.

Munster Championship shall be played on a 'Round Robin' basis. Each County shall have two Home and two Away games.

The Counties finishing in the top two places in each

Provincial Group shall qualify for their respective Provincial Final.

**(ii) All-Ireland Quarter Finals**

The third placed teams in the Munster and Leinster Championships shall each play one of the Tier 2 Championship Finalists in Preliminary Quarter-Finals.

The pairings of the Tier 2 Winners and Runners-Up against the Munster and Leinster third placed teams respectively shall alternate on an annual rota basis initially determined by the Central Council.

The Tier 2 Teams will have home advantage in their respective Preliminary Quarter-Finals.

The two defeated Provincial Finalists and the two All-Ireland Preliminary Quarter- Final Winners shall participate in the All-Ireland Quarter-Finals.

The Munster Runners-Up shall play the third placed team in Leinster or the team that defeats it in the All-Ireland Preliminary Quarter-Final.

The Leinster Runners-Up shall play the third placed team in Munster or the team that defeats it in the All-Ireland Preliminary Quarter-Final.

**(iii) All-Ireland Semi-Finals**

The Provincial Champions of Munster and Leinster shall be in separate Semi-Finals and shall respectively play one of the two Quarter-Final Winners.

Subject to the respective Provincial Champions not meeting the defeated Finalists from their own Province at this stage and, where feasible, the avoidance of Repeat Pairings, a Draw shall be made to determine the Pairings.

**(iv) All-Ireland Final**

**Points/Tie-Breakers**

In the 'Round Robin' Groups, each team shall play the other teams once. Two points for a Win and one point for a Draw shall be awarded. In the event of teams finishing on equal points in a 'Round Robin' series, the tie shall be decided by the following means and in the order specified:

- (i) Where two teams only are involved – the outcome of the meeting of the two teams in the Group;

- (ii) Score difference – subtracting the total Scores Against from the total Scores For;
- (iii) Highest Total Score For;
- (iv) Highest Total Goals For;
- (v) A Play-Off.

**Relegation :**

The bottom-placed team in the Leinster Championship “Round-Robin” shall be relegated to the Tier 2 Championship.

Exception:

If Kerry (or another Munster County) wins the Tier 2 Championship, it shall play off against the bottom team in the Munster Championship “Round-Robin” at a neutral Munster Venue determined by the Central Competitions Control Committee. The Winner of that play-off game shall be relegated to the Tier 2 Championship. In that circumstance, the bottom team in the Leinster Championship “Round-Robin” shall not be Relegated.

(Note: The above Experimental Championship Format has one year to run following Covid 19 disruption.)

**(C) ALL-IRELAND SENIOR HURLING CHAMPIONSHIP TIERS 2,3,4 and 5**

**Tier 2- Joe McDonagh Cup**

**Counties Participating**

The following Counties shall be eligible to participate in this Championship in 2021: Westmeath, Meath, Carlow, Kildare, Kerry & Down

**Format:**

Tier 2 shall have Six Teams in its Championship and shall be played on a Round-Robin basis. Each County shall have three home games and two away games which shall rotate every other year. The counties who finish in the top two places shall qualify for the final

**Promotion and Relegation :**

The winner of the final if a non-Munster team, shall be promoted to the Leinster Championship.

If Kerry (or another Munster County) wins the Tier 2 Championship, it shall play-off against the bottom team in the Munster Championship ‘Round Robin’



at a neutral Munster Venue determined by the Central Competitions Control Committee. The Winners of that Play-Off game shall play in the Munster Championship and the Losers shall be relegated to the Tier 2 Championship. The bottom-placed team in the “Round-Robin” shall be relegated to the Tier 3 Championship.

### **Tier 3- Christy Ring Cup Counties Participating**

The following Counties shall be eligible to participate in this Championship in 2021: Roscommon, Sligo, Wicklow, Offaly, Derry & London

#### **Format**

Tier 3 shall have Six Teams in its Championship and shall be played on a Round-Robin basis. Each County shall have three home games and two away games which shall rotate every other year. The counties who finish in the top two places shall qualify for the final

#### **Final.**

#### **Promotion and Relegation:**

The winner of the final shall be promoted to Tier 2. The bottom-placed team in the “Round-Robin” shall be relegated to the Tier 4 Championship.

### **Tier 4: Nickey Rackard Cup Counties Participating**

The following Counties shall be eligible to participate in this Championship in 2021: Mayo, Leitrim, Armagh, Donegal, Tyrone & Warwickshire .

#### **Format**

Tier 4 shall have Six Teams in its Championship and shall be played on a Round-Robin basis. Each County shall have three home games and two away games which shall rotate every other year. The counties who finish in the top two places shall qualify for the final .

#### **Promotion and Relegation1:**

The winner of the final shall be promoted to Tier 3. The bottom-placed team in the “Round-Robin” shall be relegated to the Tier 5 Championship.

### **Tier 5: Lory Meagher Cup Participating Counties**

The following Counties shall be eligible to participate in this Championship in 2021: Longford, Louth, Monaghan, Cavan, Fermanagh & Lancashire

**Format**

Tier 5 shall have Six Teams in its Championship and shall be played on a Round-Robin basis. Each County shall have three home games and two away games which shall rotate every other year. The counties who finish in the top two places shall qualify for the final

**Promotion:**

The winner of the final shall be promoted to Tier 4. Points/Tie-Breakers in Tiers 2,3,4 and 5-Regulations as in Tier 1.

Venues for Tiers 2,3,4 and 5

Venues for all Finals and Semi-Finals and shall be determined by the Central Competitions Control Committee.

(Note: The above Experimental Championship Formats have one year to run following Covid 19 disruption.)

**(D) TEAMS FROM OUTSIDE IRELAND**

On the direction of Congress, Central Council shall be authorised to make provision for the inclusion in Championships of teams from outside Ireland.

**(E) ALL-IRELAND MINOR FOOTBALL CHAMPIONSHIP**

The Championship shall be organised initially on a Provincial basis. The Provincial Winners and Runners-Up of each province shall go forward to the All-Ireland Series (see Appendix 3).

The All-Ireland Series shall be organised as follows:

All-Ireland Quarter-Finals

Each of the four Provincial Winners shall meet one of the Provincial Runners-Up. The pairings shall be determined on a Provincial Rota system initially determined by Central Council, but Provincial winners shall not at this stage meet the team they defeated in their own Provincial Final.

All-Ireland Semi-Finals

A Provincial Rota system, initially determined by Central

Council, shall apply. If a Provincial Championship winning team is defeated in its Quarter-Final, the team that defeats it shall take its place in the Semi-Final.

All-Ireland Final.

**(F) ALL-IRELAND MINOR HURLING CHAMPIONSHIP**

The All-Ireland Minor Hurling Championship shall be organised initially on a Provincial basis in Munster and Leinster.

Ulster Teams, as agreed by the Ulster and Leinster Councils, shall participate in the Leinster Championship.

The All-Ireland Series shall be organised as follows:

The Munster and Leinster Winners shall automatically qualify for separate Semi Finals and may not meet the defeated Finalists of their own Province at this stage.

A 'Round Robin' All-Ireland Series shall be organised to produce two more All-Ireland Semi-finalists. The three participating teams shall be Galway and the defeated Munster and Leinster Finalists. Fixtures shall be arranged so that the Winners of the first of the three games shall play in the second game. If the first game is drawn, the team to play in the second game shall be decided on the toss of a coin.

The top two teams in the 'Round Robin' Group shall qualify for the Semi-Finals. In the event of teams finishing on equal points at the end of the 'Round Robin' Series, their placings shall be determined by the following tie-break means and in the order specified:

- (i) Scoring Difference (subtracting the total scores against from total scores for);
- (ii) Highest Total Scores For;
- (iii) Highest Total Goals Scored.

Where all three teams finish level on points and cannot be separated by the tie-break means outlined in (i), (ii) and (iii) above, one team shall go forward on the basis of a Draw and a 'Play-Off' shall be staged involving the two remaining teams to determine the second team qualifying for the All-Ireland Semi-Finals.

(Note: The above Experimental Championship Format has one year to run following Covid 19 disruption.)

The All-Ireland 'B' and 'C' Hurling Championships

shall be organised on the basis of Recommendations of the Development Competitions Control Committee, as approved by Central Council.

**(G) ALL-IRELAND INTERMEDIATE HURLING CHAMPIONSHIP**

The Championship shall be organised initially on a Provincial basis, with the Provincial Winners qualifying for the All-Ireland Semi-Finals.

The Championship shall be confined to Counties that are Senior Tier 1.

Pairings for the All-Ireland Semi-Finals shall be on a Rota System, initially determined by the Central Council.

**(H) UNDER 20 ALL-IRELAND CHAMPIONSHIPS**

The All-Ireland U20 Football Championship shall be organised initially on a Provincial basis with the winners, going forward to the All-Ireland Series.

The pairings for the All-Ireland Series shall be on a Rota System, initially determined by the Central Council.

The All-Ireland U20 Hurling Championship shall be organised initially on a Provincial basis in Munster and Leinster, with Galway and any Ulster Team(s) as agreed by Ulster and Leinster Councils participating in the Leinster Championship.

The Provincial Winners of Munster shall play the Provincial Winners of Leinster in the All-Ireland Final.

**(I) ALL IRELAND JUNIOR FOOTBALL CHAMPIONSHIP.**

The winners and Runners-Up of the British Junior Football Championship shall be drawn to play Kilkenny and New York annually in the Semi-Finals of the All-Ireland Junior Football Championship.

- (J)** An Inter-County Championship that is organised in different stages (e.g., Provincial, All-Ireland Qualifier, All-Ireland Quarter-Finals/Semi-Finals/Final) constitutes the one Competition.

**Note:** Home Venues for all Senior Inter County Championship games shall be subject to approval by the Central Competitions Control Committee and shall meet the criteria set down by the National Facilities/Health and Safety Committee.

## **6.29 Provincial Championships**

- (a) A Province which has not completed its Championship shall, when required, nominate a team to compete in the All- Ireland Championship. Failure to do so shall involve disqualification of the Province from the competition.
- (b) Draws - Provincial Councils may organise their respective Championships to take into account the relative strengths of the Counties within the Province. Provincial Championships, other than Minor, shall be organised on a Knock-Out basis, which may include a Losers Round.

The Provincial Councils may organise their Minor Championship as suits their respective requirements. In Inter-County Championships, other than Minor, one Draw shall be made to cover the entire Championship, except where otherwise provided for in these Rules.

A Bye shall be given only in the First Round, except Minor.

(Note: The above sub section (b) shall be subject to the provisions for the third year of the experimentation of the All-Ireland Senior and Minor Hurling Championships.) .

## **6.30 Failure to Fulfil an Inter-County Championship Game**

A County failing to fulfil a Championship fixture shall be disqualified from the Championship and a fine, the extent of which shall be at the discretion of the Committee-in-Charge, shall be imposed.

## **6.31 All-Ireland Finals**

The All-Ireland Senior Finals shall be played in Croke Park. The Finals shall be played on or before the 29th Sunday in the year on dates determined by the Central Council.

**Exception:** Where the first Sunday of the year falls on January 1st, the finals shall be played on or before the 30th Sunday in the year.

In exceptional circumstances, the Central Council may make other arrangements.

## **6.32 Numbering of Players**

In Inter-County Championship matches players shall be appropriately numbered from 1 to 24.

Penalty: Fine €500.

Numbers shall be on the back, and also, in small format, on the

front of the jerseys.

**Exception:** In Senior Inter-County games, the players shall be appropriately numbered from one to not more than twenty six.

### **6.33 Team Party/Selections**

- (a) A County team party shall consist of not more than twenty four players and five officials of the County Committee.

**Exception:**

A Senior Inter-County Team Party may have up to, but not more than twenty six players.

- (b) In All-Ireland Semi-Finals and Finals the placing of teams must be given to the Director General at least six days prior to the game.

**Penalty for (b):** Fine €500.

### **6.34 County Colours**

Each County shall register annually with the Central Council its distinctive County Colours. Counties shall also register alternative colours or an alternative combination of their colours.

**Penalty:** Fine €500.

### **6.35 Inter-County Minor/Under 20 Registration**

- (a) All Minor and Under 20 players shall provide the County Secretary with an authenticated Parochial Certificate of Age, on a standard form, or Civil Certificate of Birth. At least five days before a County's initial championship game, the County Secretary shall forward to the Provincial Secretary a duplicate Register of players setting out, in Irish, each player's name, club, date and place of birth.
- (b) The Provincial Secretary shall forward the Register to the Central Council at least five days prior to the Province's involvement in the All-Ireland series.
- (c) Additions may be made to the Register for each subsequent game, in advance of the game.

**Penalty:** Fine €200 on the unit concerned.

### **6.36 Registration/Lists for Inter-County Senior Championship Games**

#### **Special Provisions for Registration of Teams and supply of Team List to Referee for all Inter-County Senior Championship Games**

Notwithstanding the provisions of any other Rules, the following requirements shall specifically apply to all Inter-County Senior Championship Games:

- (a) For all Senior Inter-County Championship Games, the Team line-out (Fifteen Players and maximum Eleven Panel Members - total twenty six) shall be registered with the Committee-in-Charge not later than 9 am on the Thursday before a week-end game.

**Penalty:** Withdrawal of Sideline Privileges from Bainisteoir for one game and/or maximum €1,000 fine on the County Committee, depending on the circumstances.

- (b) No Players may be added to the registered Team or Panel after it has been submitted to the Committee-in-Charge. Exception - A Goalkeeper or Sub-Goalkeeper may be replaced by another Goalkeeper and such replacement shall only be allowed to play as a Goalkeeper.

**Penalty for playing, or including on the Team list submitted to the Referee, a player who has not been registered with the Committee-in-Charge:** Forfeiture of Game.

- (c) A prescribed Team List (as issued by the Committee-in-Charge from time to time), confirming the 15 starting players and maximum 11 additional panel members, shall be submitted to the Referee not later than forty minutes before the official starting times of the Game and shall only contain the names of Registered Players specified in paragraphs (a) or (b), together with the Team Officials.

**Penalty:** Fine on the County Committee - up to a maximum of €1,000 for each minute over the prescribed time.

## LEAGUE COMPETITIONS

### 6.37 Organisation

A League shall be subject to the General Rules of the Association. Prior to the start of the competition, the Committee-in-Charge shall draw up the regulations governing its organisation. Playing Rule changes recommended by Central Council may be experimented with in National and County Leagues of the year prior to a Congress at which motions for revision of Playing Rules are tabled.

- 6.38 (A) Leagues may be organised on a single or double round basis. The Regulations outlined in Rule 6.21(4) (a), (b), (c) and (d) (in relation to a League part of a Championship) shall apply to League competitions. Where a double round League is played, the combined scores of the two games shall be taken into account when applying clause 4(c)(i) of that Rule.

**Penalty for each unfulfilled Fixture:** Award of Game to Opposing Team; Minimum Fine - County €400, Club €100 or alternative penalty specified in the Competition's Regulations of the Committee-in-Charge.

- (B) A County that wishes to link League Performance and Championship Status must obtain formal permission annually from its Provincial Council.

### 6.39 National Leagues

The regulations governing the composition, timing, promotion, relegation, play-offs and all other matters pertaining to the National Hurling and Football Leagues, shall be decided by the Central Council, on the advice of the Central Competitions Control Committee.

The National Football and Hurling Leagues shall be constructed in order that they be completed, including Finals, over no more than eight, but not necessarily successive week-ends.

#### **Exceptions:**

- (1) Nine weeks allowed for Division 1 of both the National Football and Hurling Leagues.
- (2) Ten weeks allowed for Division 4 of the National Football League.



## TOURNAMENT AND CHALLENGE GAMES

### 6.40 **Tournament Games**

- (a) All Tournament games shall be sanctioned by the appropriate controlling authority, which will deal with any disciplinary matters arising.
- (b) An Inter-County Tournament may be organised only in grades up to and including Under 16 (football and hurling) and in Under 19 grade (hurling only).  
Sanction must be obtained from Provincial Council where teams are from one Province, and from Central Council where teams are from more than one Province.
- (c) An Inter-Club Tournament shall be limited to a maximum of eight teams, except as otherwise permitted by the Controlling Authority. Sanction must be obtained as follows:
  - From the County Committee where teams are from within one County.
  - From the County Committees involved where teams are from more than one County, and in such circumstances the sanction of the Provincial Council or Central Council, as appropriate, must be obtained.
- (d) All applications for the sanction of Tournaments which involve teams from outside a Club's Own County must be recommended by the Home County Committee.
- (e) A fee of €40 for an Inter-County Tournament and €20 for an Inter-Club Tournament shall be paid with the application.
- (f) Units organising Tournament Games shall make application, in writing, to the appropriate authority/ authorities in such time as to have permission granted or otherwise, seven days prior to the commencement date of the proposed Tournament. The Council or Committee-in-Charge may give authority to its Secretary to grant permission.  
Where sanction is required from more than one Unit of the Association for a particular Tournament, notice shall be given by the Applicant Unit, at or about the same time, directly to all relevant Units.
- (g) The following details shall be included in an application:  
The Names of the Competing Teams; the Venue; the names of neutral Referees, who shall be on the current and

recognised List of Referees, at County/ Provincial/National Levels, as appropriate.

- (h) A Referee's Match Report shall be submitted to the appropriate authority within three days of a game. When the Council or Committee-in-Charge deems it necessary, the Report shall be submitted within 24 hours.
- (i) The above Rules apply to Seven-a-Side Competitions, with exception of the limitation of teams as specified in Section (c) above. The number of teams allowed in Seven-a-Side Competition is at the discretion of the appropriate Controlling Authority.  
These competitions shall be subject to the Rules of the Official Guide, and other relevant Rules drawn up by the Central Competitions Control Committee or the Development Competitions Control Committee. No alteration in Rules governing discipline shall be permitted.
- (j) The above Rules are applicable to Juvenile Tournaments (involving players at under 16 age group or younger).
- (k) Adult pre-season Inter-County competitions organised by the Provincial Councils shall be completed before the final round of games in Division One of the respective National Leagues..

Failure to comply with any of the above Rule Provisions shall not affect Disciplinary Proceedings being taken, arising from a Game played.

**Penalties:**

**For Organising an Unauthorised Tournament -**

- County - Fine €1,000
- Club - Fine €500; Liable to a minimum Suspension of 8 weeks.

**For Participation in Unauthorised Tournament -**

- County - Fine €500
- Club - Fine €250
- Team/Player - Liable to a minimum Suspension of 8 weeks

#### **6.41 Challenge Games**

- (a) All Challenge Games shall be sanctioned by the appropriate Controlling Authority, which will deal with any disciplinary matters arising.
- (b) An Inter-County Challenge game shall be sanctioned by Provincial Council(s) and Central Council, as appropriate. Sanction must be obtained from the Provincial Council where teams are from the one province, and from the appropriate Provincial Councils and Central Council where teams are from more than one Province.
- (c) An Inter-Club Challenge Game shall be sanctioned by County Committee(s), Provincial Council(s) or Central Council. Sanction must be obtained from the County Committee where the teams are from the one County, from the County Committees and from the Provincial Council where the teams are from two or more Counties, and Sanction must be obtained from the County Committees, from the appropriate Provincial Councils and from Central Council where the teams are from more than one Province.
- (d) Units organising Challenge Games shall make applications, in writing, to the appropriate authority/authorities in such time as to have permission granted or otherwise, two days prior to the date of the proposed game. The Council or Committee-in-Charge may give authority to its Secretary to grant permission. Where sanction is required from more than one Unit of the Association for a particular Challenge Game, notice shall be given by the Applicant Units, at or about the same time, directly to all relevant Units.
- (e) The following details shall be included in the application: The Names of the Competing Teams; the Venue; the Name of the Referee, who shall be on the current and recognised List of Referees at County/Provincial/National Levels, as appropriate. The Referee shall be neutral in the case of a Senior Inter County Game. .
- (f) The Referee's Match Report shall be submitted to the appropriate authority within three days of the Game. When the Committee or Council-in-Charge deems it necessary, the Report shall be submitted within 24 hours.

- (g) The above Rules are applicable to Juvenile Challenge games (players in the Under 16 age group or younger). Failure to comply with any of the above Rule provisions shall not affect Disciplinary Proceedings being taken, arising from a Game played.

**Penalties:**

For a Unit participating in an unauthorised Challenge Game:  
Fine - County €250; Club €100.

## GAMES - GENERAL

### 6.42 **Appointment of Match Officials**

The Central Council, Provincial Councils and County Committees (subject to the provisions of Rules 3.51(b), 3.32(A) and 3.20(ii)) shall have the absolute power to appoint the match officials for all Games under their respective jurisdictions. The Council or Committee may delegate the appointment of Umpires and Linesmen to the Referee. The respective Referees' Administrator at County and Provincial levels shall be a member of the Committee responsible for the appointment of Referees at these levels. He shall not be entitled to discuss any other business or to vote on it, other than for the appointment of referees.

Where an appointed Referee is unable to act the Secretary or other member of the Committee-in-Charge shall arrange to appoint a substitute.

For Inter-County Senior Championship fixtures, the Committee responsible shall appoint neutral linesmen, and one of the linesmen shall be nominated in advance as the stand-by Referee. It shall also appoint a Sideline Official for all Inter-County Senior games.

### 6.43 **Award/Facts of Game**

The Award of a Game rests with the Committee or Council-in-Charge acting on the Referee's Report.

Where a Referee fails to submit his Report within a period of 10 days after the Game, the Committee or Council-in-Charge has power to deal with the Facts of the Game on the basis of such evidence as the Committee or Council - in - Charge considers appropriate.

The Committee or Council in Charge may also award a Game based on the outcome of an Objection or Counter-- Objection.

### 6.44 **Rules of Specification and Control - Penalties**

Penalties for breaches of the above Rules shall be as follows:

- (a) A team failing to field a minimum of thirteen players for the commencement of a game:

**Penalty** : Forfeiture of Game and Award to the Opposing Team.

- (b)
  - (i) A team exceeding the number of players permitted under Rule 2.1 Rules of Specification, Playing Rules:
  - (ii) A team exceeding the number of substitutions

permitted under Rules 2.3 (i) and (ii) or breaching Rule 2.3 (iv), Rules of Specification, Playing Rules:

**Penalties:**

On a proven Objection - Award of Game to the Opposing Team, or Replay, or Fine, depending on the circumstances.  
On an Inquiry by the Committee-in-Charge - Forfeiture of Game without Award of Game to the Opposing Team, or Replay, or Fine, depending on the circumstances.

- (c) (i) Failure to provide a list of Players as specified in Rule:
- (ii) A Substitution (including a Temporary Substitution) being made of a player whose name is not supplied to the Referee or the Sideline Official, as appropriate, and as specified in Rule:
- (iii) In Inter-County games, a Substitution, (including a Temporary Substitution) being made of a player whose name is not on the list of Players supplied to the Referee:

**Penalty:**

On an Inquiry by the Committee-in-Charge - Forfeiture of Game, without Award to the Opposing Team, or Fine, depending on the circumstances.

- (d) Late Fielding.
  - (i) A team taking the field late before game:  
**Penalties:** County or Provincial - Fine €100; Club Fine €20 - for every five minutes or part thereof up to 15 minutes, and thereafter for every minute or part thereof up to 30 minutes.  
For over 30 minutes after the appointed Starting Time, the Game shall be considered as conceded and shall be Awarded to the Opposing Team, unless exceptional circumstances prevail.
  - (ii) (a) A team responsible for a half time interval being exceeded as specified in Rules 3.3 and 3.7 Rules of Specification:  
**Penalties:** County or Provincial - Fine €80 for every minute or part thereof; Club - Fine €10 for every minute or part thereof.
  - (b) A team responsible for an Interval period allowed being exceeded by more than 10 minutes:  
**Penalty:** Forfeiture of Game and Award to the Opposing Team.

- (iii) A team(s) failing to field for obligatory extra time, within the specified minutes:  
**Penalty:** Forfeiture of Game and Award to the Opposing Team.
- (e) Jerseys/Colours:
  - (i) A County team not wearing its registered distinctive colours in Inter-County competitions, or where there is a similarity of colours not wearing their registered alternative colours or other colours authorised or directed by the Controlling Council:  
**Penalty:** Fine €500.
  - (ii) A Club team not wearing its registered distinctive club colours in Inter-Club Competitions, or where there is a similarity of colours, not wearing alternative colours approved by the Controlling Committee.  
**Penalty:** Clubs shall be liable to a minimum of €40 fine.
  - (iii) The goalkeeper not wearing a jersey, which is distinctive from his own team's and the opposing team's colours:  
**Penalty:** Fine €80.

#### **6.45 Closed Periods/Collective Training**

**Collective training:** *Collective training is where one or more player(s) is/are required to be at a specific place at a specific time on a specific date.*

Inter-County panels may return to collective training and/or games for the following year on a timetable determined from time to time by the Central Council.

Collective Training for all Senior Inter-County Team Panels which involves an overnight stay is not permitted unless written permission has been given in advance by the Central Competitions Control Committee.

An Under-Age Inter-County Team (i.e. Under 20 or Minor) shall be restricted to a maximum of three collective sessions - Training and/or Games - per week.

Restrictions in relation to collective training and/or games for County Development Squads or any other group of Players under the control of a County Committee, shall be as determined from time-to-time by Central Council.

### **Penalties for breaches:**

Senior Inter-County panels: The team shall forfeit Home Venue for its next 'Home Game' in the National League.

All Other Panels:

Team Penalty: removal from competition.

Person(s) in charge of the Team: 24 weeks suspension.

### **6.46 Alterations to Competitions Structure**

Provincial Units with responsibility for Inter-County, Club, Higher Education and Post Primary Schools Competitions, shall not add or make modifications to existing Competitions Structure without the prior approval of the Provincial Council or the Central Competitions Control Committee or the Development Competitions Control Committee, as appropriate.

### **6.47 Higher Education and Post Primary Schools All-Ireland Championships**

- (a) Post Primary Schools All-Ireland Championships shall be completed on or before the weekend immediately following St Patrick's Day annually.
- (b) The Sigerson Cup Final shall be played on or before the 7th Sunday of the year.
- (c) The Fitzgibbon Cup Final shall be played on or before the 8th Sunday of the year.



## CHAPTER 7 - ENFORCEMENT OF RULES/ ARBITRATION

### 7.1 Disciplinary Jurisdiction

- (a) Central Council, Provincial Councils, County Committees and Overseas Units shall have within their respective jurisdictions the power to enforce Rules and Bye-Laws, investigate breaches of Rules and Bye-Laws, warn any Unit or Member as to future conduct, and impose upon Members, Teams and Units such penalties as may be prescribed, or where no penalty is prescribed, appropriate penalties, for such breaches.

Where reference is made in Rule to Central Council, Provincial Councils or County Committees, such reference shall include or be a reference to their Sub-Committees having jurisdiction over Disciplinary Matters.

The Councils referred to in Rules 3.58, 3.59 and 3.60, other Committees authorised by Central Council and the Sub-Committees thereof, shall have Disciplinary Jurisdiction in their respective spheres of operation.

Notwithstanding the other contents of this Rule, in a serious case that may cause damage, reputational or otherwise, to the Association, the Management Committee of the Central Council shall have the power to direct the Council or Committee under whose jurisdiction the matter has occurred to submit the case directly to the Management Committee of the Central Council or the Central Competitions Control Committee, as appropriate, for the Enforcement of Rules, including the investigation and processing of the matter and the application of the Rules. Where a hearing is requested it shall be conducted by the Central Hearings Committee.

- (b) Where a Council or Committee considers that a Member or Unit from outside its area of jurisdiction has committed any infraction or breach of Rule within its area of jurisdiction, it shall report the matter for adjudication to its Provincial Council if the Member or Unit is under the jurisdiction of the same Provincial Council, or to the Central Council in all other cases.

- (c) Any penalty imposed shall be operative throughout the Association, including any penalty imposed by an International Unit.
- (d) The Disciplinary Jurisdiction of Match Officials in relation to Control of Games on the Field of Play is separate from the provisions of these Rules.
- (e) A Juvenile (Under 16) Competitions Control Committee shall have the right to initiate Disciplinary Action against an Adult Member, but where a Hearing is requested by a Defending Party it shall be heard by the parent Hearings Committee under whose direct jurisdiction the member is subject.

## **7.2**      **Infractions**

The following shall constitute Infractions to which the Disciplinary Jurisdiction of the Association applies:

- (a) **Any breach of the Rules and Bye-Laws including** Codes, Regulations, Guidelines and Directives made under them.

### ***Penalties:***

As provided for in the relevant Rules and Bye Laws including Codes, Regulations, Guidelines and Directives made under them.

- (b) **Misconduct at Games by Players**, which consists of six Categories of Infractions which occur on or in the vicinity of the Field of Play, and which occur immediately before, during or after a Game:

### **Category I**

Being ordered-off on foot of either:

A second Cautionable Infraction

or

A Cautionable Infraction followed by a Cynical Behavior Infraction (in Football).

### **Penalty:**

- (i) Fixed Penalty : Debarment from playing for the remainder of the Game, to include any extra-time;

- (ii) Fixed Penalty on a second Repeat Infraction (i.e. a third ordering-off) - A One Match Suspension in the same Code and at the same Level, applicable to the next game in the Competition in which the third ordering-off occurred, even if that game occurs in the following year's competition.

**Exception to (ii):**

This Penalty shall not apply to Infractions committed in the National Football League or the Inter-County Senior Football Championship for which an alternative Provision and Penalty applies, as outlined in Category II, Penalty (3) below.

**Category II**

Being ordered off for a Cynical Behavior Infraction (in Football)

- (i) Deliberately pulling down an opponent.
- (ii) Deliberately tripping an opponent with the hand(s), arm, leg or foot.
- (iii) Deliberately colliding with an opponent after he has played the ball away or for the purpose of taking him out of a movement of play.
- (iv) Threatening or using abusive or provocative language or gestures to an opponent or a teammate.
- (v) Remonstrating in an aggressive manner with a Match Official.

**Penalties:**

- (1) Fixed Penalty for first Infraction - the offender shall serve ten minutes in the Sin-Bin.  
**Exception:** If the offender has previously in the game received a Yellow Card for committing a Cautionable Infraction, he shall be debarred from playing for the remainder of the game, including any Extra-Time when played.
- (2) Fixed Penalty - If on resuming play after serving ten minutes in the Sin-Bin, a player commits a further Cynical Behaviour or a Cautionable Infraction, he shall be debarred from playing for the remainder of the game, including any Extra-Time when played.

- (3) Fixed Penalty for the accumulation of three ordering-offs for Cynical Behaviour or Second Cautionable infractions committed in the same year in the National Football League, the Inter-County Senior Football Championship or in a combination of both Competitions:  
A One Match Suspension applicable to the next game in the combination of the National Football League/Inter-County Senior Football Championship, even if that game occurs in the following year.  
The Penalty of serving the ten minutes in the Sin-Bin shall not count as an “ordering off” under this provision of Rule.

### **Category III**

- (i) Striking or attempting to strike with arm, elbow, hand or knee with minimal force.
- (ii) Striking or attempting to strike with a hurley, with minimal force.
- (iii) Kicking or attempting to kick, with minimal force.
- (iv) Behaving in any way which is dangerous to an opponent, including deliberately pulling on or taking hold of a faceguard or any part of an opponent’s helmet (in hurling).
- (v) Spitting at an opponent.
- (vi) Contributing to a melee
- (vii) Abusive language towards a Referee, Umpire, Linesman or Sideline Official.
- (viii) Minor physical interference (e.g. laying a hand on, pushing, pulling or jostling) with an Opposing Team Official either on or off the Field of Play.

### **Penalties:**

- (1) Minimum - A One Match Suspension in the same Code and at the same Level, applicable to the next game in the same Competition, even if that game occurs in the following year’s competition.

- (2) Minimum on Repeat Infraction - A Two Match Suspension in the same Code and at the same Level, applicable to the next games in the same Competition in which the Repeat Infraction occurred, even if one or both game(s) occur(s) in the following year's competition.

**Exceptions to (1) and (2) above:**

Arising from the National League, the Inter-County Senior Championship or from a combination of both Competitions (all in the same Code), the above Penalties shall be substituted by:

- (1) Minimum: A One Match Suspension in the same Code and at the same Level applicable to the next game in the combination of the National League/ Inter-County Senior Championship, even if the game occurs in the following year.
- (2) Minimum on Repeat Infraction: A Two Match Suspension in the same Code and at the same Level applicable to the next games in the combination of the National League/Inter-County Senior Championship, even if one or both games occur(s) in the following year.

**Category IV**

- (i) Striking or attempting to strike with arm, elbow, hand or knee either with force or causing injury.
- (ii) Striking or attempting to strike with the head.
- (iii) Striking with hurley, either with force or causing injury.
- (iv) Attempting to strike with hurley, with force.
- (v) Kicking, either with force or causing injury.
- (vi) Attempting to kick, with force.
- (vii) Stamping.
- (viii) Inflicting injury recklessly by means other than those stated above.
- (ix) Any type of assault on an Opposing Team Official.
- (x) An act by Deed, Word or Gesture of a Racist,

Sectarian or Anti-Inclusion/Diversity nature on an opponent or Match Official.

**Penalties:**

- (1) Minimum: A Two Match Suspension in the same Code and at the same Level, applicable to the next games in the same Competition, even if one or both game(s) occur(s) in the following year's competition;
- (2) Minimum on Repeat Infraction: A Three Match Suspension in the same Code and at the same Level, applicable to the next games in the same Competition in which the Repeat Infraction occurred, even if one or more of the game(s) occur(s) in the following year's competition.

**Exceptions to (1) and (2) above:**

Arising from the National League, the Inter-County Senior Championship or from a combination of both Competitions (all in the same Code), the above Penalties shall be substituted by:

- (1) Minimum: A Two Match Suspension in the same Code and at the same Level applicable to the next games in the combination of the National League/ Inter-County Senior Championship, even if one or both games occur(s) in the following year.
- (2) Minimum on Repeat Infraction: A Three Match Suspension in the same Code and at the same Level applicable to the next games in the combination of the National League/Inter-County Senior Championship, even if one or more games occur(s) in the following year.

**Note:**

The above penalties apply to Category IV Infraction (x), notwithstanding and in place of the provisions of Rule 1.12.

**Category V**

- (i) Minor physical interference (e.g. laying a hand on, pushing, pulling or jostling) with a Referee, Umpire, Linesman or Sideline Official.

- (ii) Threatening language to a Referee, Umpire, Linesman or Sideline Official.
- (iii) Threatening or abusive conduct towards a Referee, Umpire, Linesman or Sideline Official.

***Penalties:***

- (1) Minimum: 12 weeks Suspension in all Codes and at all Levels;
- (2) Minimum on Repeat Infraction: 24 weeks Suspension in all Codes and at all Levels.

**Category VI**

Striking or attempting to strike, or any type of assault on, a Referee, Umpire, Linesman or Sideline Official.

***Penalties:***

- (1) Minimum: 48 weeks Suspension in all Codes and at all Levels, with offender's Team liable to Disqualification, where appropriate;
- (2) Repeat Infraction within 96 weeks: 96 weeks Suspension in all Codes and at all Levels, with offender's Team liable to Disqualification, where appropriate.

**Alternative Penalty to non-applicable Match Suspensions**

When a Match Suspension arising from Rules 7.2 or 7.5(h) cannot be applied in full or in part on a player in the specified Competition, arising from such (non exhaustive) circumstances as:

- (i) A player exiting an Under-Age Grade,
- (ii) A Promotion/Relegation Play-Off - having been completed or an inadequate number of games to be played,
- (iii) A Tournament - having been completed or an inadequate number of games to be played,
- (iv) A Challenge Game,

- a two weeks Suspension for each non-applicable One Match Suspension shall be proposed/imposed in the same

Code and at the same Level.

In the case of a player exiting a Level (e.g. Second Level Schools, third Level Colleges), the Committee-in-Charge shall refer the case to the relevant Competitions Control Committee at County Committee, Provincial Council or Central Council levels for adjudication. A two weeks Suspension for each non-applicable one Match Suspension shall be proposed/imposed at Club level.

(See Appendix 2)

### **Definition of “Repeat Infraction”**

“Repeat Infraction” in the Section of Rule above means a second or subsequent occurrence of any Misconduct at Games by Players Infraction in the same Category within a 48-week period (or 96 week period in the case of a Category VI Infraction). In relation to Categories I, III and IV, only an Infraction committed in the same Code and at the same Level as the previous occurrence shall constitute a Repeat Infraction. In relation to Categories V and VI, a second occurrence shall constitute a Repeat Infraction irrespective of the Code or Level of the previous occurrence.

- (c) **Misconduct at Games by Team Officials consists of five Categories of Infractions which occur on or in the vicinity of the Field of Play, and which occur immediately before, during or after a Game:**

#### **Category Ia**

**Being ordered from the Pitch Enclosure on foot of a second Cautionable Infraction.**

- (1) **Fixed Penalty:** Debarment from the Pitch Enclosure for the duration of the remainder of the game including Extra Time, when played, and may not be replaced.
- (2) **Fixed Penalty** on a second Repeat Infraction (i.e. a third ordering off): One Match Suspension in the same Code and at the same Level, applicable to the next game in the Competition in which the third ordering-off occurred, even if that game occurs in the following year’s competition.



**(Notes:**

- (i) This Rule comes into full effect for the National Leagues and Inter-County Championships (in both Codes and in all Grades) in 2021.
- (ii) The Penalties for breaches of Rule 1.4 Rules of Control-governing Entry to Field of Play/Incursions) applied generally at all Levels from 27th. March 2021.
- (iii) Other than as stated in (i) and (ii) above, the Rule applies from January 1st.2022.)

**Category IIa**

- (i) Abusive language towards a Referee, Umpire, Linesman or Sideline Official.
- (ii) Disruptive Conduct.

***Penalties*** - Notwithstanding provisions in other Rules:

- (1) Minimum - A One Match Suspension in the same Code and at the same Level, applicable to the next game in the same Competition, even if that game occurs in the following year's competition.
- (2) Minimum on Repeat Infraction - A Two Match Suspension in the same Code and at the same Level, applicable to the next games in the same Competition in which the Repeat Infraction occurred, even if one or both game(s) occur(s) in the following year's competition.

***Exceptions to (1) and (2) above:***

**Arising from the National League, the Inter-County Senior Championship or from a combination of both Competitions (all in the same Code), the above Penalties shall be substituted by:**

- (1) Minimum: A One Match Suspension in the same Code and at the same Level applicable to the next game in the combination of the National League/Inter-County Senior Championship, even if the game occurs in the following year.
- (2) Minimum on Repeat Infraction: A Two Match Suspension in the same Code and at the same Level applicable to the next games in the combination of the

National League/Inter-County Senior Championship, even if one or both games occur(s) in the following year.

**(Notes:**

- (i) This Section of Rule comes into full effect for the National Leagues and Inter-County Championships (in both Codes and in all Grades) in 2021.
- (ii) Other than as stated in (i) above, this Section of Rule applies from January 1st, 2022. Pending that date, the Penalties applicable up to Congress 2021 continue to apply -
  - (1) Minimum: 4 weeks Suspension.
  - (2) Minimum on Repeat Infraction: 8 weeks Suspension.)

**Category IIIa**

- (i) Any type of physical interference with an Opposing Player or Team Official.
- (ii) Interference with the playing of the Game.

**Penalties** - Notwithstanding provisions in other Rules:

- (1) Minimum: A Two Match Suspension in the same Code and at the same Level, applicable to the next games in the same Competition, even if one or both game(s) occur(s) in the following year's competition;
- (2) Minimum on Repeat Infraction: A Three Match Suspension in the same Code and at the same Level, applicable to the next games in the same Competition in which the Repeat Infraction occurred, even if one or more of the game(s) occur(s) in the following year's competition.

**Exceptions to (1) and (2) above:**

Arising from the National League, the Inter-County Senior Championship or from a combination of both Competitions (all in the same Code), the above Penalties shall be substituted by:

- (1) Minimum: A Two Match Suspension in the same Code and at the same Level applicable to the next games in the combination of the National League/Inter-County Senior Championship, even if one or both games occur(s) in the following year.

- (2) Minimum on Repeat Infraction: A Three Match Suspension in the same Code and at the same Level applicable to the next games in the combination of the National League/Inter-County Senior Championship, even if one or more games occur(s) in the following year.

**(Notes:**

- (i) This Section of Rule comes into full effect for the National Leagues and Inter-County Championships (in both Codes and in all Grades) in 2021.
- (ii) Other than as stated in (i) above, this Section of Rule applies from January 1st. 2022. Pending that date, the Penalties applicable as of Congress 2021 continue to apply -
- (1) Minimum: 8 weeks Suspension.
  - (2) Minimum on Repeat Infraction: 16 weeks Suspension.)

**Category IVa**

Minor physical interference with (e.g. laying a hand on, pushing, pulling or jostling), threatening or abusive conduct towards, or threatening language to, a Referee, Umpire, Linesman or Sideline Official.

Penalties:

- (1) Minimum: 12 weeks Suspension;
- (2) Minimum on Repeat Infraction: 24 weeks Suspension.

**Category Va**

Any type of assault on a Referee, Umpire, Linesman or Sideline Official.

**Penalties:**

- (1) Minimum: 48 weeks Suspension, with offender's Team liable to Disqualification, where appropriate;
- (2) Minimum on Repeat Infraction: 96 weeks Suspension, with offender's Team liable to Disqualification, where appropriate.

Suspensions for Categories IVa and Va above shall be applicable in all Codes and at all Levels.

#### Alternative Penalty to non-applicable Match Suspensions

When a Match Suspension cannot be applied in full or in part on a team official in the specified Competition, arising from such (non-exhaustive) circumstances as:

- (i) The team concerned not being future involved in the specified competition,
- (ii) The team official not continuing to be involved with the team concerned

-a two weeks Suspension for each non-applicable One Match Suspension shall be proposed/imposed in the same Code and at same Level (or if not applicable, at an alternative appropriate Level at which the member concerned is involved as a team official).

#### **Definition of “Repeat Infraction”**

“Repeat Infraction” in the Section of Rule above means a second or subsequent occurrence of any Misconduct at Games by Team Officials Infraction in the same Category within a 48-week period (or 96-week period in the case of a Category Va Infraction). In relation to Categories Ia, IIa and IIIa, only an Infraction committed in the same Code and at the same Level as the previous occurrence shall constitute a Repeat Infraction.

In relation to Categories IVa and Va, a second occurrence shall constitute a Repeat Infraction irrespective of the Code or Level of the previous occurrence..

**(d) Disruptive Conduct at Games by Players, Team Officials or Supporters**, which occur on or in the vicinity of the Field of Play and which occur immediately before, during or after a Game:

- (1) **Premature Termination of a Game-**  
By reason of Serious Disruption by Players, Officials or Supporters of a Team.

#### ***Penalties:***

**Team** – Forfeiture of the Game and Award to the Opposing Team (unless both Teams are responsible), save where there are exceptional mitigating factors

involved.

**Other Penalties** - at the discretion of the Council or the Committee-in-Charge, subject to a Penalty being of a form provided for in Rules 7.1, 7.2 or 7.4 to 7.9 inclusive.

(2) **Premature Termination of a Game –**

By reason of:

- (i) A Player(s) refusing to leave the Field when ordered off, or rejoining the Game having been ordered off.
- (ii) A Team or Player(s) leaving the Field without the Referee's Permission or Refusing to continue Playing.

**Penalties:**

**Team and other Penalties** – as in (1) above.

**Player(s) who caused Termination** – 24 weeks suspension, in addition to any suspension for an Infraction committed in the Game.

(3) **Disruptive Conduct by Players, Team Officials or Supporters (not causing the Premature Termination of a Game).**

**Penalties** shall be at the discretion of the Council or Committee-in-Charge, subject to a Penalty being of a form provided for in Rules 7.1, 7.2 or 7.4 to 7.9 inclusive.

- (4) The Council or Committee-in-Charge may direct that Units refuse admittance to the Property owned or controlled by the Association to any person, whether or not a member of the Association, if that person is considered to be guilty of Disruptive Conduct at Games.

(e) **Misconduct Considered to have Discredited the Association.**

This shall include breaches of Rule 1.12 Official Guide Part 1.

**Penalties:**

**Member** - A minimum 8 weeks suspension. Debarment

and Expulsion from the Association may also be considered.

**Team/Unit** - Where suspension is deemed appropriate - a minimum of 8 weeks. Expulsion from the Association, Disqualification, a Fine, Deduction of Points in League Competitions (not Championship) may also be considered.

**7.3****Procedures for Disciplinary and Related Hearings*****Initiation of Disciplinary Action***

- (a) The investigation and processing of matters relating to the Enforcement of Rules shall be dealt with by:
  - (1) In the case of matters arising from Competitions or Games, the Competitions Control Committee of the Council or Committee-in-Charge, and
  - (2) In the case of matters arising otherwise than from Competitions or Games, the Management Committee.

The Competitions Control Committee or Management Committee may appoint one or more of their number to carry out certain of its functions in connection with any Disciplinary Action.
- (b) References in this Rule to the Competitions Control Committee shall be construed as references to the Management Committee in cases of Disciplinary Action arising otherwise than from Competitions or Games.
- (c) The Hearings Committee shall adjudicate in all instances where a Hearing is requested relating to the Enforcement of Rules, other than Objections and Counter-Objections.
- (d) Disciplinary Action shall commence where:
  - (1) a Referee's Report discloses an alleged Infraction,
  - (2) the Competitions Control Committee decides that Disciplinary Action is appropriate arising from Competitions or Games, subject to Rule 7.3(f),

or

  - (3) the Management Committee decides that Disciplinary Action is appropriate arising otherwise than from Competitions or Games.
- (e) The Competitions Control Committee may make a written Request for Clarification from a Referee:
  - (1) where there is any ambiguity in his Report, or
  - (2) where the Competitions Control Committee is in the course of investigating a possible Infraction not stated

- in his Report (even if the incident itself is disclosed).
- (f) Disciplinary Action alleging an Infraction as having occurred on or in the vicinity of the Field of Play, immediately before, during or after a game may only be commenced by the Competitions Control Committee where:
- (i) The Referee's Report discloses the alleged Infraction; or
  - (ii) The Referee has failed to submit his report within a period of five days after the Game concerned; or
  - (iii) Clarification of the Referee's Report is received stating that the Referee did not adjudicate upon the subject matter of the Request.
- (g) The procedural Rules following shall not apply in the cases of the imposition of a specified minimum fine in Rule or Match Regulation or loss of points for failure to fulfil a league fixture, in which cases the Unit concerned shall be entitled only to written notice of the imposition of the penalty, and not to a Hearing from a Hearings Committee.

#### ***Preparation of Charge***

- (h) Where Disciplinary Action is commenced, the Competitions Control Committee shall investigate the matter in such manner as is expedient, interview such persons (including Match Officials) as they deem appropriate, accumulate such relevant evidence as is made available to it (whether suggestive of the commission of an Infraction or exonerative of the Members or Units concerned), and prepare a Report ("the Disciplinary Report").

A formal Disciplinary Report is not necessary where sufficient detail is contained in a Referee's Report and a copy of the Referee's Report or the applicable part thereof is supplied to the Defending Party, with a covering letter stating the Rule(s) concerned.

In the event that the Competitions Control Committee omits from the Disciplinary Report evidence that is subsequently shown to be relevant, this shall not of itself affect the validity of the Disciplinary Action.

- (i) The Disciplinary Report shall contain:

- (1) The identity of any person(s) or Unit(s) against whom Disciplinary Action is being taken (“the Defending Party”),
- (2) A statement of the alleged infraction quoting the Rule(s) and/or Bye-law(s) it is alleged have been breached,
- (3) Copies of all relevant documents available to the Competitions Control Committee (including, where appropriate, any Referee’s Report or the applicable part thereof, and any Clarification received insofar as it contains reference to the Infraction alleged), and
- (4) A list of witnesses, if any, who will be required to attend the Hearing on behalf of the Competitions Control Committee. This list may be updated at any stage up to 24 hours before any Hearing.

### ***Urgent Cases***

- (j) In urgent cases, where a Player or Team Official believes that he may be the subject of Disciplinary Action, but has not received Notice of Disciplinary Action, he may request the Competitions Control Committee to clarify his position. The Competitions Control Committee shall make emergency arrangements on receipt of such a request to check and direct on the position of the Player or Team Official concerned.

### ***Notice of Disciplinary Action***

- (k) The Hearings Committee may, at any stage of Disciplinary Action, allow any document submitted by any party to that Disciplinary action to be amended.

Where a document used in the course of Disciplinary Action prior to a Hearing requires amendment, the party requiring its amendment should notify the other party at the earliest reasonable opportunity of the proposed amendment, and the Hearings Committee shall be entitled to give retrospective effect to any amendment as befits the circumstances.

- (l) Where Disciplinary Action is commenced, Notice



shall be given to the Defending Party. Central Council shall prescribe Forms of Notice for the assistance of Competitions Control Committees.

- (m) Notice shall be given in the manner prescribed for service of Notices under Rule 4.6 - Communications.
- (n) The Notice shall contain a copy of the Disciplinary Report, and shall propose a penalty (not less than the minimum) which in the opinion of the Competitions Control Committee is appropriate under the Rules of the Association (“the Proposed Penalty”).
- (o) The Notice shall also advise the Member/Unit of the right to a Hearing, and of the right to call witnesses.

### ***Reply***

- (p) The Defending Party shall reply within two days from the date and time of receipt by him/it of the Notice and may:
  - (1) accept the Proposed Penalty, or
  - (2) request a Hearing, by sending a written Reply.

Central Council shall prescribe Reply Forms for the assistance of Members and Units.

Exception: Where the Fixed Penalty for Debarment,

- (a) In the case of a Player from playing for the Remainder of the Game, to include any extra-time, set down for non-repeat Category 1 and 11 infractions is concerned, or
- (b) In the case of a Team Official from acting in that capacity for the Remainder of the Game, to include any extra-time, set down for a Category 1a infraction, the member involved shall be entitled only to written notice of the Confirmation of the Penalty initially

a member may seek a Hearing on any or all Category I or II infractions (Player) or on a Category 1a infraction (Team Official) involved only at the point when a Match Suspension, or its time equivalent, is proposed but may request Clarification of the Referee’s Report, as provided for in Rule 7.3(s), at any time from the time of being notified of an alleged

Category I or II infraction (Player) or Category Ia infraction (Team Official) contained in the Referee's Report up to the time of seeking a Hearing on a proposed Match Suspension or its time equivalent..

- (q) Where the Defending Party accepts the Proposed Penalty, that Penalty shall be imposed. The Competitions Control Committee shall confirm imposition of the Penalty to the Defending Party by Notice, quoting the Rule(s) under which the Penalty is imposed.
- (r) Failure to reply to a Notice of Disciplinary Action within two days from the date and time of receipt of the Notice shall constitute acceptance of the Proposed Penalty. If it is later proved to the satisfaction of the Hearings Committee that service of the Notice of Disciplinary Action was not effected by the Competitions Control Committee in accordance with this Rule, the Hearings Committee shall direct re-service of the Notice of Disciplinary Action and the matter shall proceed accordingly.
- (s) Where the Defending Party requests a Hearing, he shall indicate in his Reply any special requirements with regard to the Hearing (e.g. video playing equipment). He may also submit a written Request for Clarification of the Referee's Report and that Request and the Clarification received shall be furnished by the Competitions Control Committee to the Hearings Committee and the Defending Party. Such a request may also be submitted in relation to an alleged Category I or II Infraction, as provided for in Rule 7.3(p).
- (t) Where the Defending Party requests a Hearing, the Competitions Control Committee shall pass a copy of the Notice and the Reply, with all references therein to the 'Proposed Penalty' deleted, to the Secretary of the Hearings Committee, who shall arrange the Hearing and, as soon as possible thereafter, notify the Defending Party and the Competitions Control Committee of the place, date and time of the Hearing, and of any other relevant matters.

### **Hearings**

- (u) The Hearings Committee shall preside over any Hearing. The Hearing shall require a quorum of three members of the Hearings Committee, however not more than five members shall preside where the Defending Party is a

Juvenile Member (under 16 years of age). Not more than two members of the Competitions Control Committee shall attend the Hearing to present the evidence contained in the Disciplinary Report.

- (v) A member of the Competitions Control Committee or Hearings Committee, who is a member of any Unit or has a role in relation to any Member, Team or Unit, involved in the proceedings, shall stand down from prosecuting or adjudicating the case.
- (w) No Member of the Association may communicate with any member of the Competitions Control Committee or the Hearings Committee with a view to influencing the outcome of the Hearing. Unauthorised communication in breach of this Rule shall be treated as Misconduct Considered to have Discredited the Association. This Rule shall not, however, prevent any witness giving relevant evidence at a Hearing.
- (x) Save as provided in Rule 6.7, a Club, Committee or Council shall be represented at any Hearing by a maximum of two of its Full Members. A Member shall attend personally and may be accompanied by one Full Member of his Club/ Unit. In addition to the foregoing, Youth Members may be accompanied by their parent(s) or guardian(s).
- (y) Where the Defending Party who has requested a Hearing fails to attend it without reasonable explanation, the Proposed Penalty shall be imposed, together with a Fine of €100 in the case of a Club or €300 in the case of a County Committee or Provincial Council.
- (z) The Hearings Committee will decide on all matters of procedure, and may adjourn Hearings and take such steps as are necessary and appropriate to the Hearing.
- (aa) The following Rules of Evidence shall apply:
  - (1) In general, evidence at a Hearing shall be oral, except that:
    - (i) Agreed matters of fact may be stated in writing;
    - (ii) The Hearings Committee shall attach to documentary evidence (including video evidence) such level of reliability as befits it in

- the circumstances of the Hearing;
- (iii) Video evidence introduced by any party shall be admissible provided that:
    - (a) a copy has been furnished to all other parties within a reasonable period prior to the Hearing, and
    - (b) the Hearings Committee is satisfied that the video evidence is reliable and unedited;
  - (iv) Age may be proved with a valid Birth Certificate or valid Passport. The obligation to prove age shall be on the person whose age is in dispute, or his Club or other representative Unit;
  - (v) Where the Defending Party is in the exclusive or best position to prove or disprove a disputed allegation (e.g. for a Club to prove the identity of one of its members) and does not take the opportunity to give evidence on the matter, the Hearings Committee may draw adverse inference from that failure;
  - (vi) A Referee's Report, including any Clarification thereto, shall be presumed to be correct in all factual matters and may only be rebutted where unedited video or other compelling evidence contradicts it;
  - (vii) A Referee or other Official shall not be required to give oral evidence or to appear for cross-examination;
  - (viii) After the Hearing, the Hearings Committee may, in its sole discretion, seek Clarification in writing of any matters in the Referee's Report. Any written Clarification or comment by the Referee shall have the same status as the Referee's Report itself, but may only be used for the purposes of exoneration of the Defending Party or mitigation of any allegations made against him. Such Clarification may not be challenged in any way or made the subject matter of any further Hearing.

- (2) The Defending Party may call witnesses to give evidence on its behalf, and it is its own responsibility to secure the attendance of such witnesses.
- (3) No evidence shall be given or submissions made in the absence of any party to the Disciplinary Action unless they fail to attend at the Hearing without reasonable explanation. If evidence is so given through inadvertence, it shall be repeated in the presence of all parties, so that no prejudice is caused to the party previously absent.
- (4) A Member deliberately giving false evidence or otherwise misleading a Hearing, whether orally or in writing, on any matter of fact, shall be guilty of Misconduct Considered to have Discredited the Association and:
  - (i) If that Member is the Defending Party and the Hearings Committee makes a finding of his having misled it on foot of the Hearing itself, the applicable penalty under Rule 7.2(e) shall be imposed by the Hearings Committee without a further Hearing, in addition and consecutive to any other penalty imposed on foot of the Hearing; and
  - (ii) In all other such cases, Disciplinary Action arising from such infraction shall be commenced and prosecuted under Rule 7.2(e) by the Competitions Control Committee or Management Committee, as applicable under Rule 7.3(a) (1) and (2).
- (5) Evidence or information shall not be accepted or considered unless applicable to a period not longer than 96 weeks prior to the date of the Hearing.

**Exceptions** to this provision shall be:

- (i) Copy Extracts of Official Records.
- (ii) Proof of Age.
- (iii) Where a matter is considered to be of exceptional seriousness by the Hearings Committee concerned for reasons to be set out in writing by that Hearings Committee.

- (6) Any ‘Proposed Penalty’ shall not be disclosed to a Hearings Committee, but if disclosed mistakenly, such disclosure shall not invalidate the Hearing, and it shall be disregarded by the Hearings Committee.

### ***Decision***

- (bb) The Hearings Committee has the final power to determine all matters of fact and all sources of evidence submitted to the Hearing shall be considered. An Infraction shall be treated as proved if, in the opinion of the Hearings Committee, the Infraction alleged is more likely to have occurred than not to have occurred.
- (cc) Where the Infraction alleged is proven to the satisfaction of a Hearings Committee, the Hearings Committee shall be entitled to impose such penalties as it deems fit, subject to Rule, and with due regard, where appropriate, to Rules 7.2(b) and (c) (as these relate to ‘Repeat Infraction’) and/or 7.5(b), and without being bound in any respect by the terms of the Proposed Penalty.
- (dd) Subject to the Rules of Evidence above, the Hearings Committee may make a finding that the facts proven disclose an infraction but either:
- (i) One less serious than that alleged in the Notice of Disciplinary Action
- or
- (ii) One that differs from that alleged in the Notice of Disciplinary Action but is in the same Category of Infraction.
- and may make a decision accordingly.
- (ee) Where a player who is involved in either:
- (i) An Inter-County team in a current Championship or National League
- or
- (ii) A Club Team in a current Provincial or All-Ireland Club Championship is reported, within his County, as having committed a Category V or VI Misconduct at Games by Players Infractions and that Player, when notified of the commencement of Disciplinary Action against him, seeks a Hearing, that Hearing shall be conducted by

the Provincial Hearings Committee or the Central Hearings Committee, as appropriate, and not the County Hearings Committee or a Divisional/Other Sub-Committee Hearings Committee.

Save for this procedural change, such Disciplinary Action cases shall otherwise be conducted in accordance with the procedures set out in this Rule 7.3.

- (ff) A decision shall be made by a majority of the members of the Hearings Committee presiding over the Hearing. The decision and the Rule(s) under which it was taken shall be recorded and shall be notified to the Competitions Control Committee and the Defending Party. In the event of a Penalty being imposed, the Competitions Control Committee shall record the Penalty.
- (gg) No decision made on foot of any Hearing shall affect the validity of any decision of the Referee with regard to the allowance or disallowance of a score or award of any free or the playing time allowed, or the validity of any Suspension served prior to the Hearing.

(See Appendix 2)

#### **7.4 Validity of Team Constitution**

- (a) Without prejudice to the general disciplinary jurisdiction of the Council or Committee-in-Charge or the Rules concerning Objections, the Competitions Control Committee of a Council or Committee-in-Charge may of its own volition at any time, or shall on receipt of a request from a Unit involved in a game, not later than three days after the official starting time of the game, investigate in such manner as it deems fit the validity of the constitution of a Team taking part in the Game.
- (b) Where on foot of such investigation, and not an Objection, the constitution of a Team taking part in a Game is found to be invalid, the Competitions Control Committee shall impose such penalty in respect of the result of the Game as applies (including Forfeiture, where appropriate, but without Award of Game to the Opposing Team). The Competitions Control Committee may also commence such Disciplinary Action as is appropriate in the circumstances.

## 7.5 Suspensions

### *Interpretation of Terms*

- (a) For the purpose of interpretation of Suspensions and in Rule generally:
- (1) “Level” shall mean the representative level at which the Suspension concerned was incurred e.g. Inter-Provincial, Inter-County, Club, Third-Level, Schools etc. Where a Team of one Level is playing a Game or Competition at another Level, e.g. Third-Level College v. County, a Level-specific Suspension incurred by a Player shall apply at the Level of the Team he was playing with on the occasion of the Infraction.
  - (2) “Code” shall mean either Football or Hurling. Handball or Rounders shall likewise be specific Codes.
  - (3) “Player” shall mean a person whom the Council or Committee-in-Charge considers to have been a member of a Team panel involved in the Game in question.
  - (4) “Team Official” shall mean a person whom the Council or Committee-in-Charge considers to have been a Team Official involved in the Game in question.
  - (5) “Term of Suspension” is a time-based, in weeks, penalty.
  - (6) “Match Suspension” is a suspension,
    - (a) In the case of a player, from playing in a game(s) in a specified competition, including extra-time when played, or
    - (b) In the case of a team official, from acting in such capacity at a game(s) in a specified competition, including extra-time when played. This involves the team official concerned being debarred from the Pitch Enclosure before and during the game and from any official role with the team on the day.
  - (7) “Pitch Enclosure” is the area including the Field of Play reserved for players, match officials and team officials.

### *Gravity*

- (b) Where a minimum Suspension is prescribed in relation to



an Infraction, the Council or Committee-in-Charge shall have due regard for the gravity of Infraction in each case, and, where appropriate, shall impose additional Match Suspension(s) or a longer Term of Suspension. No Term of Suspension shall exceed 96 weeks. However in exceptionally serious cases the penalties of Debarment from playing or Expulsion may be imposed.

***Next Game in Competition***

- (c) A walk-over shall not constitute the next game in a competition.

A game or competition, the sole purpose of which is to determine qualification or relegation in respect of a following year's Championship or League, shall not be deemed to be the 'same Competition' as that of the current year's Championship or League, as applicable, and shall not entail a 'next game suspension' arising from a current Championship or League game.

***Effect of a Suspension***

- (d) A Term of Suspension arising from Category I, III or IV Misconduct at Games Infraction by Players means a Suspension from playing in Games (including Tournaments and Challenge Games) as specified, and from acting as a Referee, Umpire, Linesman or Sideline Official.

A Match Suspension involves only, in the case of a player, being suspended from playing in or, in the case of a team official, being suspended, from acting as such at, a game(s) in a specified competition.

- (e) A Suspension for all other Infractions provided for in Rule or County Bye-Laws means Suspension from all functions, privileges and Competitions under the Association's control, but not from membership of the Association.
- (f) In the case of disciplinary proceedings involving a member who is in receipt of remuneration under a contract of employment with the Association or with any unit or agent of the Association, a penalty imposed under these Rules shall not prevent the member from fulfilling duties required to be performed under the terms of contract.
- (g) In any case where a Suspension has been imposed by a Council or Committee-in-Charge, but the existence of a

prior Suspension for a Misconduct at Games Infraction within 48 weeks or 96 weeks (as appropriate), which would affect the penalty applicable, has not in the first instance been brought to the attention of the Council or Committee-in-Charge, the Council or Committee-in-Charge shall impose such additional penalty as applies to the case.

An additional Term of Suspension imposed shall commence at the date of expiry of the suspension already imposed or from the date of the last Game played, whichever is the later.

An additional Match Suspension(s) imposed shall be applicable to the next game(s) in the specified competition, even if the game(s) occur(s) in the following year's competition.

Where the Council or Committee-in-Charge is satisfied that the failure to disclose the prior Suspension was by reason of deliberate concealment, and that the suspended Player played in any Game(s) during the period when he ought to have been suspended, the Council or Committee may impose such additional penalty, including Forfeiture of the Game(s) (without Award to the Opposing Team, except on a proven Objection) and/or further Suspension, as it deems appropriate.

### ***Term of Suspension***

- (h) A Term of Suspension shall commence:
- (1) In the case of a player sent from the field of play, immediately upon his being sent off;
  - (2) In the case of illegal participation in a game by a player, he incurs immediate suspension upon so participating. Notwithstanding any other provisions in this Rule, any penalty subsequently imposed on a player arising from such proven illegal participation shall be applicable in all Codes and at all Levels and shall apply from the date of his last game played.

### **Exception:**

Breach of Rule 2.3 does not carry a Penalty on the individual player.

- (3) In the case of a player reported by the Referee as having committed a Category V or VI Misconduct

at Games by Players Infraction after the conclusion of the Game, immediately from the time of the Infraction, subject to his being notified in writing forthwith of the report having been made;

- (4) In any other case of Misconduct at Games by a player, from the date of his last Game played. Where a Category I (second Repeat Infraction), III or IV Misconduct at Games Infraction is concerned, this shall refer to the last Game in the Code and at the Level in which the Infraction was committed);
  - (5) In the case of a non-player, from the date of acceptance of the Proposed Penalty or the expiration of the two days specified in Rule 7.3(r), whichever is the earlier; or where he seeks a Hearing, from the date of the decision of the Hearings Committee.
- (i) A Term of Suspension shall be in consecutive weeks except:
    - (a) Where a Suspension is extended pursuant to part (g) of this Rule after the expiration of the period first imposed;
    - (b) Where a period of Suspension has already been served by the Defending Party for the particular infraction which is the subject of the Suspension being imposed, in which case credit shall be given for the period of Suspension already served.
  - (j) Where a Term of Suspension has been imposed, it shall terminate at the end (12 midnight) of the last day of the term calculated from the day of commencement inclusive. For example a Suspension terminates at 12 midnight on a Saturday when the Suspension period commenced on a Sunday.

**(k) Match Suspension**

- (1) Where a Match Suspension (or Alternative Penalty when a Match Suspension is non-applicable as outlined in Rule 7.2, is specified for a particular Misconduct at Games by Players Infraction/Misconduct at Games by Team Officials Infraction), it shall be operative immediately on respectively the player being sent off or the team official being sent from the Pitch Enclosure.
- (2) In the case of a player reported by the Referee as having

committed a Category III or IV Misconduct at Games by Players Infraction after the conclusion of the game, the Match Suspension (or Alternative Penalty when a Match Suspension is non-applicable, as outlined in Rule 7.2) shall be operative immediately, subject to his being notified in writing forthwith of the report having been made.

***Penalty for Breach of Suspension***

- (l) The penalty for illegal participation while under a Term or Match Suspension shall be:

**For a Member/Player /Team Official:** 24 weeks Suspension

**For a Team** playing a suspended Player:

- (a) Arising from proven Objection-Award of Game to Opposing Team
- (b) Arising from an Inquiry by the Council or Committee-in-Charge: Forfeiture of Game without Award of game to the Opposing Team, or Fine, within the discretion of the Council or Committee-in-Charge and depending on the circumstances.

***Juvenile Suspensions – Special Rules***

- (m) Juvenile players participating in Under 16 or younger Grade Competitions shall be subject to penalties for Infractions occurring at Games on the same basis as under the General Rules above, except that:
- (i) the minimum Time Suspension imposed for a Rule 7.2(b) Category V or VI Infraction shall be one-half of that otherwise applicable; and
- (ii) the penalty for a breach of Playing Membership Requirements (Rule 6.2) or for playing while under Suspension (Rule 7.5(l)) shall be a minimum 4 weeks suspension.
- (n) Where a Club is suspended, the Suspension shall not apply to its Juvenile (Under 16 and younger) Section unless specifically included by the Council or Committee-in-Charge.

***Reduction of Suspensions and other Penalties***

- (o) A Council or Committee which imposes a Suspension or other Penalty which is more than the minimum provided for, shall have the power on one subsequent occasion to reduce the penalty imposed on application of the Unit or Member affected, subject as follows:
- (1) It is demonstrated to the satisfaction of the said Council or Committee that the Penalty imposed is unduly harsh;
  - (2) The Council or Committee may not reduce the Penalty below the minimum provided for in Rule or Bye-law;
  - (3) This Rule shall not authorise any Council or Committee to exonerate the penalised Unit or Member, or treat it or him as having committed any different Infraction; and
  - (4) If the original Suspension or other Penalty was varied on an Appeal, the Review Application must be made to the Appellate Committee concerned.

#### **7.6 Disqualification of Teams and Forfeiture of Games**

- (a) Where Forfeiture is imposed, the Team concerned shall be treated as if it had lost the Game concerned, but the Game shall not be Awarded to the Opposing Team, unless provided for in the applicable Rule under which the penalty was imposed.
- (b) Where a Team is Disqualified from a Competition, that Team shall take no further part in that Competition, and if the Disqualification arises from a particular Game, the Team shall be treated as having Forfeited that Game.
- (c) Any Infractions recorded, Disciplinary Action initiated, or Suspensions or other Penalties imposed in respect of any breaches of Rule at or in connection with any Games played by the Disqualified Team, shall stand.
- (d) No Team defeated by a Disqualified Team in a Knock-Out Competition (including Knock-Out stages of a Competition otherwise organised on a League basis) shall be reinstated into the Competition (except where the Disqualification arises out of a proven Objection).
- (e) Where a team has points deducted from it in a League

Competition, it shall play all games in that competition but shall have the appropriate number of points deducted at the conclusion of the competition.

### **7.7 Fines**

- (a) Fines shall be in the amounts set out in Rules, Bye-Laws and Regulations. Where not specified, the amount of a Fine shall be at the discretion of the Council or Committee-in-Charge but not less than €200.
- (b) Fines shall be imposed only on Units, not on Members.
- (c) In the event of failure to pay a Fine within such period as may be stipulated by the Council or Committee-in-Charge (either at the time of imposition of the Fine or afterwards), the Unit concerned and/or its Officers shall be liable to such sanctions as the Council or Committee-in-Charge shall deem appropriate.

### **7.8 Debarment**

- (a) In appropriate cases, the Council or Committee-in-Charge may, by way of penalty, debar a member from identified privileges of the Association such as playing Games, attending Games, holding office, handling funds, attending occasions other than Games etc.
- (b) Where the Management Committee or Competitions Control Committee (as the case may be) considers that the interests of the Association or its Members may be compromised during a period after notification of Disciplinary Action under Rule 7.3 and any Hearing on foot of that notification, Debarment may be imposed pending the completion of Disciplinary Action, subject to the right to a review by the Hearings Committee. This Rule shall not affect Suspensions that commence, under Rule 7.5(i), prior to a Hearing.

#### ***Penalty for Breach of Debarment:***

Suspension from all functions and privileges of the Association for the period of Debarment, together with further Suspension for 12 weeks.

### **7.9 Expulsion**

- (a) No Unit other than a County Committee or higher Unit may exercise the jurisdiction to expel a Member or Club.
- (b) Where a Committee not having jurisdiction to expel,

having conducted Disciplinary Action in relation thereto, is of the opinion that Expulsion is the appropriate penalty to be imposed, its recommendation to that effect shall be submitted to its parent Unit having such jurisdiction, for ratification.

- (c) Provided there has been no misapplication or infringement of Rule and the parent Unit is satisfied that the sanction of Expulsion is appropriate, it shall ratify the recommendation and impose the Expulsion recommended. If the recommendation is not ratified, an alternative penalty may be imposed by the parent Committee in substitution for Expulsion or the matter may be remitted to the original Committee for reconsideration.
- (d) Where a Club is expelled from the Association, the Club shall be wound up in accordance with Rule 3.6.
- (e) Where a Club is expelled from the Association, all of its Members shall be expelled in consequence. An individual Member of the expelled Club may apply to the Council or Committee which imposed the penalty of Expulsion to be allowed to acquire Membership of the Association through another Club. The said Committee shall have discretion to grant or refuse such an application, having consulted with the Committee that recommended the Expulsion, where appropriate.

## **7.10** **Objections**

### ***Submission***

- (a) An Objection to the award of a Game may be made on behalf of a Team that participated in the Game concerned by the relevant Secretary. An objection may not be made otherwise by a member or any third party.
- (b) Objections and Counter-Objections shall be heard by the Competitions Control Committee of the Council or Committee-in-Charge.
- (c) An Objection shall be lodged in duplicate with the Secretary of the Competitions Control Committee not later than three days after the official starting time of the Game the subject matter of the Objection. A Counter-Objection shall be lodged within three days of the date and time of receipt by the Counter-Objecting Unit of the Objection.
- (d) An Objection or Counter-Objection shall:

- (1) Set out the grounds for the Objection, with reference to the Rules and/or Bye-laws and the numbers thereof, which it is alleged have been breached;
  - (2) Be signed by the Secretary of the Club, Committee or Council making the Objection or Counter-Objection; and
  - (3) Be accompanied by a fee of €100 in the case of a Club, and €300 in the case of a County Committee or Provincial Council.
- (e) In the case of any Objection or Counter-Objection, on being lodged
- (1) Referring to an incorrect Rule number where it is clear from the contents what Rule is involved, the Competitions Control Committee, which may act by its Secretary, shall deem it in order;
  - (2) Not complying with Rule 1.7, the Competitions Control Committee, which may act by its Secretary, shall afford the Objector or Counter-Objector one opportunity to repair the defect(s), in advance of the Hearing. The time allowed to have the documents corrected shall be at the discretion of the Competitions Control Committee, subject to it not being in excess of three days from the time the Objector or Counter-Objector is informed, not necessarily in writing, of the documents not complying. Other than securing compliance with Rule 1.7, no other alterations shall be made to the documents.
- (f) In the Gaeltacht, or where Bye-Laws stipulate, Objections and Counter-Objections shall be written, and where feasible, or where stipulated in Bye-Laws, discussed, in the Irish language.

***Notice to other parties and Replies***

- (g) A Copy of the Objection or Counter-Objection will be sent to the Defending Party or the Objector (in the case of a Counter-Objection) by the Secretary of the Competitions Control Committee as soon as possible and advisedly within 3 days of receipt of the Objection or Counter-Objection. Failure of the Council or Committee-in-Charge to adhere to this advised time limit shall not invalidate the Objection



or Counter-Objection.

- (h) The Director-General, Provincial or County Secretary or the Council or Committee-in-Charge shall where possible facilitate access to copies of Official Records (or extracts thereof) relevant to the Objection, on written application of any party specifying the Official Record(s) required. Application must be made when the Objection or Counter-Objection is submitted. In Underage Competitions such Copies of Official Records (or extracts thereof) shall be furnished prior to submission of Objection/Counter Objection.

***Hearing of Objection***

- (i) The Competitions Control Committee shall provide a Hearing to the parties to the Objection or Counter-Objection unless a written admission is lodged by the Defending Party, and the Hearing shall be conducted as follows:
- (1) The parties to the Objection/Counter-Objection shall be given such notice of the date, place and time of the Hearing as is necessary, having regard to the urgency of the case;
  - (2) A Unit shall be represented by up to two of its Full Members.
  - (3) No evidence shall be given or submissions made in the absence of any party to the Objection/Counter-Objection unless they fail to attend at the Hearing without reasonable explanation. If evidence is so given through inadvertence, it shall be repeated in the presence of all parties, so that no prejudice is caused to the party previously absent;
  - (4) The Rules of Evidence applicable to Disciplinary Hearings shall apply and the Competitions Control Committee shall have the powers and functions ascribed to the Hearings Committee in Rule 7.3(aa).
  - (5) The Competitions Control Committee may adjourn, postpone or reschedule the Hearing as it sees fit.
- (j) A member of the Competitions Control Committee, who is a member of any Unit or has a role in relation to any Team or Unit involved in the proceedings, shall stand down from the Committee adjudicating the proceedings.
- (k) No Member of the Association may communicate with

any member of the Competitions Control Committee with a view to influencing the outcome of the Hearing. Unauthorised communication in breach of this Rule shall be treated as Misconduct Considered to have Discredited the Association. This Rule shall not, however, prevent any witness giving relevant evidence at a Hearing.

- (l) Where it is not reasonably possible to proceed with the Hearing of the Objection or Counter-Objection before the date of any fixture in the Competition that could be affected by the outcome of the Objection or Counter-Objection, the Competitions Control Committee shall postpone the fixture.

### ***Decision***

- (m) A decision shall be made by the Competitions Control Committee on foot of the Hearing. The decision shall be notified to the Objector and the Defending Party.
- (n) An Objection or Counter-Objection may only be upheld on the grounds (i) that an Infraction has been committed rendering the Defending Party liable to the penalty of Forfeiture, with Award of the Game to the Objector, or (ii) that a score allowed by the referee was not recorded by him or that a score was incorrectly recorded by him, thereby affecting the result of the Game; however no Objection or Counter-Objection may be submitted on grounds that a referee had incorrectly allowed or failed to allow a score.
- (o) The Competitions Control Committee may, arising from the Objection or Counter-Objection, commence any Disciplinary Action as in its discretion it deems appropriate.
- (p) Where an Objection or Counter-Objection is successful, the fee paid shall be refunded. Where a successful party to an Objection or Counter-Objection is put to cost in proving age for the purpose of the Hearing, the cost shall be refunded by the unsuccessful party.

## **7.11 Appeals**

### ***Right of Appeal***

- (a) Subject to Rule 7.11(d) and (e) below, a Member or Unit directly involved in any decision made by a Council, Committee-in-Charge or County/Provincial Convention (the Decision-Maker) shall have a right of one Appeal (and

one Appeal against the rejection of an Appeal for non-compliance with formalities) as follows:

- (1) In respect of decisions of a Divisional Committee or other Sub-Committee formed under Rule 3.19(l), to the County Hearings Committee or as otherwise specified in County Bye-Laws;
  - (2) In respect of decisions of a County Committee or a Sub-Committee formed under Rule 3.20 exercising plenary powers, to the Provincial Hearings Committee;
  - (3) In respect of decisions of a Provincial Council, to the Central Appeals Committee; and
  - (4) In respect of decisions of the Central Council Sub-Committees, to the Central Appeals Committee.
- (b) A County Committee (through its Decision-Making Sub-Committee, as appropriate) shall in all cases have a right of Appeal to the Central Appeals Committee against all decisions to which they were a party.
- (c) All parties to any original Hearing shall have the right to be present at the hearing of an Appeal.
- (d) International Units (other than Britain) shall make provision for an appeals process within their internal structures. Only in exceptional circumstances, determined by the Central Council's Management Committee, may an appeal against a decision of an Overseas Unit be made to the Central Appeals Committee.
- (e) There shall be no Appeal:
- (1) Against a decision of the Central Council or of any Unit in implementing such a decision.:
  - (2) Outside the County, against a decision of a County Committee or, as appropriate in Rule, of one of its Sub-Committees with regard to:
    - (i) Transfers within a County,
    - (ii) Grading of Clubs and Players,
    - (iii) Arrangements for the date and venue of a Game (provided that required notice is given),
    - (iv) Appointments of Referees,
    - (v) The Administration and Control of County Teams, and

- (vi) A decision of a County Hearings Committee in relation to Disciplinary Action initiated by the Executive Committee of a Club, or
- (3) Against a decision of the Central Competitions Control Committee or a Provincial Competitions Control Committee with regard to arrangements for the date and venue of a Game (provided that required notice is given), or
- (4) Against a decision of any Competitions Control Committee in the course of the commencement, investigation and preparation of Disciplinary Action. (A grievance relating to any such matter may be raised at a Hearing, and a Decision of the Hearings Committee on such matter may be the subject of an Appeal), or
- (5) Against a Decision of a Unit or a Sub-Committee of a Unit by that Unit or another Sub-Committee of the same Unit (e.g. a County Committee or its Management Committee/Competitions Control Committee, may not appeal against a Decision of its own Hearings Committee, and similarly at Provincial and Central levels), except as provided in Rule 3.19(m).

### ***Submission of Appeal***

- (f) An Appeal shall be submitted in duplicate to the Secretary of the appellate Hearings Committee, to be received within three days from the date and time of notification of the decision, or, where notification of the decision is not required in Rule, within three days from midnight following the meeting at which the decision is made.

Any penalty which has been imposed shall remain in effect notwithstanding the submission of an Appeal.

- (g) An Appeal shall be signed by the Appellant, or in the case of a Club, Committee or Council, by its Secretary, and shall:
  - (1) Set out the grounds of appeal including (i) the specific Rule(s) claimed to have been infringed or misapplied, and (ii) the facts alleged in support of the grounds;
  - (2) Specify whether an Oral Hearing is requested; and
  - (3) Be accompanied by fee of €100 in the case of a Club

or individual Member, and €300 in the case of a County Committee or Provincial Council.

- (h) In the case of an Appeal, on being lodged:
  - (1) Referring to an incorrect Rule where the context makes clear what Rule is concerned, the appellate Hearings Committee, which may act by its Secretary, shall deem it in order;
  - (2) Not complying with Rule 1.7, the appellate Hearings Committee, which may act by its Secretary, shall afford the Appellant one opportunity to repair the defect(s), in advance of the Appeal Hearing. The time allowed to have the Appeal corrected shall be at the discretion of the Appellate Hearing Committee, subject to it not being in excess of three days from the time the Appellant is informed, not necessarily in writing, of the Appeal not complying. Other than securing compliance with Rule 1.7, no other alterations shall be made to the Appeal.
- (i) In the Gaeltacht, or where Bye-Laws stipulate, Appeals shall be written, and where feasible, or where stipulated in Bye-Laws, discussed, in the Irish language.

***Notice of the Appeal and Replies***

- (j) A Copy of the Appeal, together with notification of the place, date and time of the Appeal Hearing, shall be sent by the appellate Hearings Committee as soon as possible to:
  - (1) the Decision-Maker;
  - (2) in the case of an Appeal arising from an Objection or Counter-Objection, the successful party to the Objection or Counter-Objection.
- (k) A copy of any minutes of any relevant Hearing shall be sent by the Decision-Maker to the appellate Hearings Committee.
- (l) Where no Oral Hearing is sought by the Appellant, the Decision-Maker and the successful party (in the case of an Objection or Counter Objection) may each send either a Written Reply or a request for an Oral Hearing within three days of their receipt of the Appeal. In the event of an

Oral Hearing being sought by any party to the Appeal, then an Oral Hearing shall be held.

- (m) The Director-General, Provincial or County Secretary or the Council or Committee-in-Charge shall where possible facilitate access to copies of Official Records (or extracts thereof) relevant to the Appeal, on written application of any party specifying the Official Record(s) required.

In the case of any Appeal from Disciplinary Action or an Objection, the only Official Record supplied shall be the official minutes of the Hearing and Decision, the subject of the Appeal, and these shall not include any private deliberations of the Decision-Maker.

### ***Scope and Hearing of Appeal***

- (n) The Appeal shall be heard as soon as reasonably convenient and the Rules of Procedure set out in Rule 7.3(u) to (aa) shall apply to the Appeal Hearing, as relevant. However, the Appellant may only call witnesses who gave evidence at the first Hearing.
- (o) An Appeal shall be limited to the matters raised in the Appellant's Appeal as originally lodged and shall be upheld only where (i) there has been a clear infringement or misapplication of Rule by the Decision-Maker or (ii) the Appellant's right to a fair hearing has otherwise been compromised to such extent that a clear injustice has occurred. No determination of fact by the Decision-Maker shall be set aside unless shown to be manifestly incorrect.

### ***Decision***

- (p) A decision shall be made by the appellate Hearings Committee on foot of the Appeal and such decision shall be notified to the Appellant, the Decision-Maker and any other relevant party. In the event of an Appeal being upheld, the appellate Hearings Committee shall either:
  - (i) annul the decision appealed against and direct that no further action be taken by the Decision-Maker,
  - (ii) remit the matter for re-hearing or re-processing (with or without recommendations as to procedure), or
  - (iii) substitute its own decision on the matter.

- (q) In the event of an appeal being upheld, the fee paid shall be refunded.

***Games and Competitions affected by Appeals***

- (r) It is at the discretion of a Council or Committee-in-Charge to postpone a Game on the basis that an Appeal, not arising from a decision on an Objection or Counter- Objection, is lodged with a higher Body by a Unit involved in the Game.
- (s) If a Game involving the Appellant is not played on the scheduled date/time, pending the Hearing by an appellate Hearings Committee, not arising from a decision on an Objection or Counter-Objection, and the Appeal fails, the Game shall be declared lost by the Appellant Unit.
- (t) In the event of a Knock-Out Competition proceeding, pending the Hearing of an Appeal, not arising from a decision on an Objection or Counter-Objection, by a Unit, and if the Appeal is successful, the following procedure shall apply:
- (1) The results of Games played in the interim shall stand.
  - (2) The successful Appellant shall play the Opposing Team (unless the latter is disqualified by the Appeal decision) that was involved in the Game not played pending the Hearing of the Appeal. If successful in this Game, the Appellant Team shall progress to the stage that was reached in the Competition, with the Appeal outcome pending.

**7.12 Reinstatements**

Central Council shall consider and adjudicate on the recommendations made by the Central Appeals Committee for the re-instatement or otherwise of players/members serving a suspension imposed in accordance with Rule.

The Central Appeals Committee shall have absolute discretion in exercising this function but may only consider cases which meet each of the following criteria:

- (i) It is not a case of Misconduct at Games or any Infraction committed against a Referee, Umpire, Linesman or Sideline Official;
- (ii) It is a case where strict application of the Rules has resulted in hardship; and

- (iii) It is a case that is recommended to it by the Council or Committee which imposed the original penalty.

### **7.13 Arbitration**

- (a) In the event of any dispute or difference between any member or unit of the Association with any other member or unit of the Association, as to the legality of any decision made or procedure used by any unit of the Association in pursuance of the Rules and Bye-Laws of the Association, which cannot be settled by amicable means within the Rules of the Association, such dispute may be referred by either party to Arbitration under the Disputes Resolution Code annexed to these Rules, as initially approved by Congress and from time to time amended by the Disputes Resolution Authority with the approval of Central Council.
- (b) Such Dispute Resolution shall be conducted in accordance with that Code and the Arbitration Acts 1954 and 1980 or any statutory modification or re-enactment thereof. The Rules of the Association and the Laws of Ireland shall govern such Dispute Resolution.
- (c) No member or unit of the Association may issue proceedings relating to any such Dispute in any Court of Law in any jurisdiction.
- (d) No member or unit of the Association shall refer such Dispute to Dispute Resolution until all available avenues of Appeal under the Rules of the Association have been exhausted.
- (e) Disputes arising from or concerning doping control under the Rules of the Association, any rules of the Irish Sports Council or under general law shall not be the subject of any Arbitration under this Rule.
- (f) Arbitration shall only apply to Disputes raised by Members/Units from Ireland or Britain.

(See Appendix 6).

### **7.14 Remitted Cases - Constitution of Committees**

Where a case is remitted for re-hearing or re-processing, with an additional directive that the case be dealt with by a differently constituted Committee(s), the Committee/Council concerned (or its respective Management Committee) may appoint temporary members to the Competitions Control Committee and/or Hearings Committee, as necessary, to facilitate the case being dealt with.



## Appendix 1

### Interpretations and Definitions

**“Rule”** shall include, where the context requires, any of the Association’s Rules, Bye-Laws and Regulations, the Club Constitution and Rules, as well as Central Council Guidelines, Directives and Codes, all of which shall be enforceable in all respects as if their provisions were embodied in the *Official Guide*, provided however that should any conflict arise between such provisions and the text of the *Official Guide*, the text of the *Official Guide* shall prevail.

**“Committee”** shall include, where the context requires, any particular duly constituted Sub-Committee.

**“Penalty”** - Where a Penalty is specified is shall mean a minimum penalty.

***Singular and Plural*** - A word importing the singular shall be read as also importing the plural, and a word importing the plural shall be read as also importing the singular.

***Gender*** - A word importing the masculine gender shall, where the context admits or requires, be read as also importing the feminine gender.

## Appendix 2

### GAA Codes, Guidelines and Directives

#### Chapter 1 – Aims and Ethos

##### Rule 1.13 – Safeguarding of Children/Young People (Under 18 years of age)

###### Code of Behaviour (Underage)

Published in 2012 (and re-titled in 2018) by the Gaelic Athletic Association, Ladies' Gaelic Football Association, Camogie Association, GAA Handball Ireland and Rounders Council of Ireland.

###### “GAA Guidance for Dealing with and Reporting Allegations or Concerns of Abuse”

Produced by GAA National Children's Office

Published by the GAA in 2009 (and re-titled in 2018 - Fourth Edition)

Operative in the Association from **January 1<sup>st</sup>, 2010**.

##### Rule 1.15 – Anti-Doping

###### Irish Anti-Doping Rules as adopted by Sport Ireland and as amended from time to time.

#### Chapter 5 – Control of Association Property

- Central Council Policy Statement on the Use of Ancillary Facilities and of the Use of Full-size and Juvenile-size Outdoor Playing Pitches controlled by Units of the Association.

(March 2019).

- Code on Trusts of Association Property

(March 2017).

#### Chapter 6 – Games and Competitions - Player Eligibility/Transfers/Declarations

##### Rule 6.17 Age Grades

- Central Council Policy on Age Grades

(June 2019).

##### Rule 6.8 Playing Restrictions (Club)

- Central Council Policy for the Regulation of Independent Teams

(January 2020).

#### Chapter 7 – Enforcement of Rules/Arbitration

##### Rule 7.2(b) – Alternative Penalty to non-applicable Match Suspensions

- Central Council Directive on Procedures to be followed.

(January, 2015).

##### Rule 7.3 – Procedures for Disciplinary and Related Hearings Reports of Non-Compliance with Disciplinary Rules.

- Central Council Directive on Procedures to be followed in response to such Reports.

(January, 2015).

## Appendix 3

### All-Ireland Minor Football Draw/Rotas

<b>2021</b>	<b>Quarter-Finals</b>		
	Connacht Winners	v	Munster Runners -Up
	Ulster Winners	v	Leinster Runners -Up
	Leinster Winners	v	Ulster Runners -Up
	Munster Winners	v	Connacht Runners -Up
	<b>Semi-Finals</b>		
	Connacht	v	Leinster
	Munster	v	Ulster
<b>2022</b>	<b>Quarter-Finals</b>		
	Connacht Winners	v	Leinster Runners -Up
	Ulster Winners	v	Munster Runners -Up
	Leinster Winners	v	Connacht Runners -Up
	Munster Winners	v	Ulster Runners -Up
	<b>Semi-Finals</b>		
	Connacht	v	Ulster
	Leinster	v	Munster
<b>2023</b>	<b>Quarter-Finals</b>		
	Connacht Winners	v	Ulster Runners -Up
	Ulster Winners	v	Connacht Runners -Up
	Leinster Winners	v	Munster Runners -Up
	Munster Winners	v	Leinster Runners -Up
	<b>Semi-Finals</b>		
	Connacht	v	Munster
	Leinster	v	Ulster

## Appendix 4

### Counties allowed by Central Council to avail of Rules 6.6 (b)(iii) or 6.9 (b)(iii).

- |                      |                 |                     |
|----------------------|-----------------|---------------------|
| (1) Liatroim         | (2) Sligeach    | (3) Longfort        |
| (4) Ceatharlach      | (5) Fear Manach | (6) Cill Chainnigh* |
| (7) Laois            | (8) An Cabhán   | (9) Ros Comáin      |
| (10) Cill Mhantáin   | (11) An Clár*   | (12) Uibh Fhailí*   |
| (13) Tiobraid Árann* | (14) An Iarmhí  | (15) Port Láirge*   |
- \* Denotes Football Only

# Appendix 5

## Club Constitution and Articles

### Club Constitution

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

Incorporating Articles 1 to 18 inclusive

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

Incorporating Articles 1 to 18 inclusive, and additionally Article 19 (as applicable to the 26 Counties).

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

Incorporating Articles 1 to 18 inclusive with additions to Rules 3 and 5 as specified, and additionally Article 19 (as applicable to the 6 Counties).

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

APPENDIX 3  
All-Ireland Minor  
Football Draw/Rotas

APPENDIX 4  
Counties allowed by Central  
Council  
to avail of Rules 6.6(b)(iii) or  
6.9 (b)(iii).

APPENDIX 5  
CLUB CONSTITUTION  
AND ARTICLES

## Format No 1.

1. In these Articles:

**“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 Article 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 three types of Membership of the Club:
- 5.1.1 **FULL MEMBERSHIP** may be granted to persons Over 18 years (i.e. shall have celebrated their 18th birthday prior to January 1st of the Membership Year) who subscribe to and undertake to further the aims and objectives of the Club and the G.A.A. Honorary Membership may be granted to persons Over 18 years, as defined above, who 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.
- 5.1.2 **YOUTH MEMBERSHIP** may be granted to persons Under 18 and Over 9 years (i.e. shall celebrate their 18th birthday on January 1st of the Membership Year or on a later date and shall have celebrated their 9th birthday prior to January 1st of the Membership Year) who subscribe to and undertake to further the aims and objectives of the Club and the G.A.A.

**(Notes - Child Membership of the Association** is for children Under 9 years (i.e. shall celebrate their 9th birthday on

January 1st of the Membership Year or on a later date)  
On expiration of a Child Membership of the Association, a person may apply for Youth Membership of the Association only through a Club for which he is eligible to play.)

- 5.1.3 SOCIAL MEMBERSHIP may be granted to persons Over 18 years, as defined above, who 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, and Youth Membership shall continue to the end of the year in which the Members celebrates his eighteenth birthday, at which time his next membership payment will automatically be as a Full Member, unless in either case 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 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 the Official Guide.
- 5.6 An application for Full or Social Membership must be made in the manner prescribed by Central Council and signed by the applicant. The application request must be submitted to the Club Secretary.
- 5.7 An application for Youth Membership must be made in the manner prescribed by Central Council and signed by the applicant and one of his parents/guardians. The prescribed electronic Application Form may be completed by one of the Applicant's parents or Guardians and submitted to the Club Secretary, complete with accompanying electronic payment for the prescribed fee.
- 5.8 An application for Child Membership must be made on the Prescribed Form and signed by the applicant and one of his parents/guardians. Alternatively, a prescribed electronic

Application Form may be completed by one of the Applicant's parents or Guardians and submitted to the Club Secretary, complete with accompanying electronic payment for the prescribed fee.

- 5.9 Applications for Full Membership shall be brought for approval by the Club Secretary to a meeting(s) of the Club Executive. Applications for membership shall be approved by a simple majority of the Executive Committee. In accordance with Rule 2.1(b) of the Official Guide, membership of the Association shall only be granted by a club, to persons who subscribe to and undertake to further the aims and objectives of the Gaelic Athletic Association, as stated in the Official Guide. A list, in alphabetical order, of the names and addresses of all club members shall be retained by the Club Secretary and/or kept safely on the club premises. Only a full member who has satisfied the condition of Rule 4.1 of the Official Guide may be nominated for or elected to any Elective Office referred to in the Official Guide.
- 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 Article.
- 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.

### **DISCIPLINARY POWERS AND PROCEDURES**

- 5.11.1 The Executive Committee shall have the power to investigate and process matters relating to alleged breaches of this Constitution or the Official Guide by Club members in the same manner as a Competitions Control Committee or a Management Committee in Chapter 7 of the Official Guide. It shall follow the procedures set out in Rule 7.3 of the Official Guide. Where a Defending Party seeks a Hearing, it shall be provided by the County Hearings Committee. There shall be no appeal against a decision of Hearings Committee in relation to Disciplinary Action initiated by the Executive Committee.



- 5.11.2 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.

### **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, Children's Officer, one Players' Representative, and at least five, but not more than ten other Full Members..
- 7.3 Nominations to serve on the Executive Committee shall be by any two Full Members (which may include the nominee) 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 Executive Committee, shall be elected by the Full Members present, entitled to vote and voting at the Annual General Meeting. Exceptions: The Children's Officer and the Officer for Irish Language and Culture, and the Players' Representative, who shall have participated as a player with the Club within the previous 48 weeks, shall be appointed at the Annual General Meeting on the recommendation of the outgoing Executive Committee.

- 7.4.1 The Players' Representative shall be selected by the players prior to a date appointed by the Executive Committee. In default of such a selection, the Executive Committee shall select the Players' Representative for recommendation to the Annual General Meeting.
- 7.5 Only Full Members, whose Membership Fees are paid up to date in accordance with Article 6.2 and who are not suspended or disqualified under this Constitution or Rules of the Official Guide, shall be eligible for election to the Executive Committee.
- 7.6 The outgoing Executive Committee shall conduct the Annual General Meeting.
- 7.7 The Executive Committee shall hold office until the conclusion of the following Annual General Meeting.
- 7.8 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.
- 7.9 The Chairperson, when present, shall preside over all meetings of the Executive Committee; in his absence, the Vice-Chairperson shall preside.
- 7.10 If both the Chairperson and the Vice-Chairperson are absent, the Committee shall appoint a member present to preside at the Meeting.
- 7.11 The Secretary shall record the Minutes of each Meeting. If the Secretary is absent, the Committee shall appoint a member present to record the Minutes.
- 7.12 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.
- 7.13 Such Minutes, if agreed as being accurate or having been appropriately amended, shall be signed by the Chairperson and Secretary, having been first proposed, seconded and adopted.
- 7.14 The Executive Committee shall have the sole right to appoint Sub-Committees and Managers/Coaches/Selectors of teams as required.

- 7.15 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.
- 7.16 The Executive Committee shall have power to nominate the Chairperson of such Sub Committees.
- 7.17 The Chairperson, Vice-Chairperson, Secretary and Treasurer of the Executive Committee shall be ex- officio members of all Sub-Committees.
- 7.18 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 subject to the consent of Central Council;
  - (e) And generally all such matters as are commonly the subject matter of this Constitution.
- 7.19 The Executive Committee shall approve Motions to County Convention in accordance with Rule 3.14 Official Guide.
- 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 length of service 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. The Annual General

Meeting shall not be held later than 30th November without the prior approval of the County Committee.

- 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

**Note: "Other Business" does not include the appointment of Managers/Coaches/Selectors of teams which is the business of the Executive Committee of the Club.**

- 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-one days notice in writing, electronically and/or otherwise, 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 the Secretary by a date not less than fourteen 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 the secretary of such Nominations and Motions, but so as to give the members seven days clear notice before the meeting, circulate, electronically and/or otherwise, 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 one 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 one days stipulated, then the Requisitioners may themselves convene a Special General Meeting. If requested, the County Secretary shall assist the Requisitioners in convening the Special General 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, fifteen

per cent of Full Members eligible to vote shall be a quorum at a General Meeting, subject to a minimum of 15 members being present.

- 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 and be rearranged at a date and time to be decided by the Executive Committee, provided the reconvened meeting takes place within 14 days of the original meeting; 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. The onus shall be on the member to prove that he has paid his subscription.

- 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. The first person chosen shall be deemed the winner of the tie.
- 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 All property owned by a Club is held upon Trust for the benefit of the Club concerned. The Trust is subject to and governed by the provisions of the Official Guide and the Code on Trusts of



Association Property, both as amended from time to time.

All such property shall be vested in the Corporate Trustee and/or a number of full members as Trustees.

- 10.2 The Club shall have power to acquire, hold and develop, 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..
- 10.3 The Real Property shall not be leased, mortgaged, charged, exchanged, sold, conveyed, transferred or otherwise dealt with without the consent in writing of the Central Council of the G.A.A., or as may be set out in any separate Declaration of Trust.
- 10.4 (A) The Personal Property owned or held by a Club shall be vested in the Chairperson, Treasurer and Secretary who shall hold it in Trust for the Club.
- (B) The Real Property owned by a Club, shall be vested in the following:
- (i) Five Trustees, three of whom shall be appointed for and on behalf of a Club, one of whom shall be appointed for and on behalf of the relevant County Committee, and one of whom shall be appointed for and on behalf of the relevant Provincial Council; or
  - (ii) Four Trustees, three of whom shall be appointed for and on behalf of a Club and the Corporate Trustee shall be appointed for and on behalf of the relevant County Committee and Provincial Council; or
  - (iii) One Trustee being the Corporate Trustee.

For Real Property situated in England and Wales the only available option is (ii).

- 10.5 The Executive Committee may determine whether the Corporate Trustee or other persons shall be appointed as Trustees for and on behalf of the Club for the purposes of Rule 5.3(B)(b)(1)(i) or (ii) of the Official Guide and who those persons shall be.
- 10.6 By way of acceptance of their appointment and as and when required by Central Council, the Trustees of the Real Property shall execute a Declaration of Trust, as approved by Central Council, 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. The terms of the Declaration of Trust approved by Central Council may be amended or replaced by Central Council from time to time.

- 10.7 Where the trustee is an individual, a Trustee shall hold office until his/her retirement or death unless replaced in accordance with the provisions of Rule 5.3, Official Guide and the Code on Association Property.
- 10.8 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 and in accordance with the Rules in Chapter 5 of the Official Guide and the Code on Association Property.
- 10.9 A 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.
- 10.10 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.
- 10.11 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 their powers and duties.

### **BOOKS AND ACCOUNTS**

- 11.1 The Executive Committee shall open an Account (or additional Accounts that are approved by the Club Executive) with an approved Financial Institution on behalf of the Club, and all cheques and or electronic transfers authorised in writing drawn on the said account shall be signed by the Treasurer and countersigned by one of either the Chairperson or Secretary. Only the Executive Committee may open account(s) on behalf of the club.

- 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) to report on the Accounts/Financial Statements of the Club for presentation at the Annual General Meeting. If deemed appropriate by the Executive Committee of the Club the Accounts/Financial Statements shall be audited.  
A copy of the Accounts/Financial Statements, as adopted and approved, shall be submitted to the County Committee within four weeks of the date of 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 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.
- 11.10 The end of the Club Financial year shall be September 30th.
- 11.11 Similar provisions to the above shall apply to Clubs entitled to and availing of the provisions of Article 15 below.

### **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 ARTICLES**

- 14.1 Additions to and Amendments of this Constitution 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 three-fifths of the members present, entitled to vote and voting, that same do not conflict with the Official Guide, and that approval is given by the County Management Committee for the change(s).
- 14.2 Members wishing to propose Additions to or Amendments of this Constitution must send notice of the proposed Additions or Amendments in writing to the Secretary not later than fourteen days before the Annual General Meeting, or Special General Meeting as provided by Article 8.7 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 for the time being in force, unless the same shall have been previously approved, in writing, by the relevant statutory authorities.

## **LARGE CITY OR URBAN CLUBS**

15. A large City or Urban Club with major commercial and property interests may have a Club Committee Structure at variance from the standard structures outlined in this Constitution, to ensure proper organisation and governance of its commercial, property and allied financial activities.
- Such structure shall be subject to Club General Meetings of Full Members in-
- (a) The Appointment of Committee Members who have responsibility for commercial property and allied financial activities.
  - (b) The submission for approval of Annual Reports.
  - (c) Like provisions of Article 11 above being applicable, including Annual Financial Audited Accounts of the commercial, property and allied financial activities being prepared and laid before an Annual General Meeting.
  - (d) The provisions of Articles 10 (and specifically of section 10.9) and 12, of this Constitution being complied with.

A Club Structure, as envisaged by this Article, shall have the approval of the County Management Committee in advance of it being implemented.

## **COMPLIANCE WITH PROVISIONS OF OFFICIAL GUIDE**

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

## **INTERPRETATION OF CLUB CONSTITUTION AND RULES**

17. A Club's General Meeting of members may appoint a Committee with the sole responsibility for the Interpretation of the Club's Constitution (with the exception of Articles 5.11.1 and 5.11.2) and of any bye-laws and regulations made herein. It shall be named - "The Club's Interpretation of Club Constitution Committee"
- If the absence of the appointment by a General Meeting of members of an Interpretation of Club Constitution Committee, the Executive Committee shall by default have this responsibility. A decision of the Interpretation of Club Constitution Committee or the Executive Committee, as applicable, 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 5.11.1. Beyond this, a member, or the club may exercise its right in accordance with Rule 7.13 of the Official Guide.

**GENERAL**

- 18.1 A Notice may be given by the Club to any Member in accordance with Rule 4.6 of the Official Guide..
- 18.2 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.
- 18.3 This Constitution shall be taken as an amendment of and in substitution for any existing Constitution 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

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 No excisable liquors shall be sold or supplied on the Club Premises to any person under eighteen years of age.
- 19.5 (1) Subject to the exceptions specified in paragraph (2) of this Article, 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;
  - (b) on any other day, as specified hereunder,
    - (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: 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.

19.6 Nothing contained in the Registration of Clubs Acts, 1904 to 2003 or contained, by virtue only of the operation of paragraph (1) of this Article, 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.

19.7 Notwithstanding the previous provisions of Article 19, 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 Articles 1-19 inclusive**

Add as Article 3.1.2

The Club is defined as a Sporting Club within the terms of the Registration of Clubs (N.I.) Order 1996 (or as amended from time to time) 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 Article 5.1.1

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 Article 5.1.4

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**

- 19.1 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.
- 19.1.1 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.
- 19.1.2 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.
- 19.2 Except in the case of a group visiting the Club, as provided for by paragraph 19.10, 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.

- 19.3 No intoxicating liquor shall be supplied for consumption outside the Premises of the Club.
- 19.4 No intoxicating liquor shall be supplied on the Club Premises to any person under eighteen years of age.
- 19.5 Subject to the exceptions specified in paragraph 19.2 of this Constitution, 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)
- 19.5.1 Intoxicating liquor shall not be supplied, obtained or consumed in the Club premises except during permitted hours.
- 19.5.2 Any bar on the premises of the Club shall be kept closed except during permitted hours.
- 19.5.3 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.
- 19.5.4 Exception: As provided in Article 25 of the Registration of Clubs (NI) Order 1996 (or as amended from time to time), the Club shall not prohibit the consumption of intoxicating liquor during the first 30 minutes after the conclusion of permitted hours.
- 19.5.5 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 (or as amended from time to time).
- 19.6 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.
- 19.7 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 19.2 shall not apply to that person in respect of that day.

- 19.8 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.
- 19.9 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.
- 19.10 Admission of visiting teams etc:
- (1) Notwithstanding paragraphs 12 and 14 of Schedule 1 Registrations of Clubs (NI) Order 1996 (or as amended from time to time) 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 (or as amended from time to time).
- 19.11 Any supply or consumption of intoxicating liquor in the buildings or grounds of the club permitted under the Registration of Clubs (NI) Order 1996 (or as amended from time to time) and any extensions and amendments thereto shall be lawful and not a breach of the Rules of the Club.
- 19.12 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 Article 5 Club Constitution:  
“Membership, under Articles 5.1.1 to 5.1.3 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 Articles 5.1 to 5.1.3 shall be interpreted accordingly.”
- (2) Issued under Rule 3.7 Official Guide to clarify Article 13 Club Constitution:  
“Under Article 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 Article 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

## 2021 Full Membership Application Form

Ainm/Name: \_\_\_\_\_

Seoladh/Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email (if available): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

I hereby apply to: \_\_\_\_\_ Club ("the Club") for Membership of the Club and Membership of Cumann Lúthchleas Gael (The Gaelic Athletic Association) ("GAA") ("Membership")

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.

- I understand the personal data on this form ("Personal Data") will be used by the Club and the GAA for the contractual purpose of registering (or re-registering) and maintaining my Membership, and notifying me of Club activities such as matches, meetings and Club events.
- I understand that the Personal Data will be retained by the Club and the GAA for such period as my Membership subsists and a reasonable period thereafter if necessary.
- I understand that once granted, Full Membership of the Association shall continue for life, unless the Member resigns in writing or is expelled in line with the Official Guide.
- I understand that I can resign my Membership by writing to the Club or the GAA and my Personal Data will then be erased.
- I understand that my Personal Data will also be used for administrative purposes to maintain my Membership including club and team administration, registrations, teamsheets, referee reports, disciplinary matters, Injury Reports, transfers, sanctions, permits and for statistical purposes.
- I understand that if I do not provide my Personal Data my Membership cannot be registered with the Club and the GAA.
- I understand that the Club will provide me with updates regarding Club activities such as games, training, meetings and membership.

Sínithe/Signed \_\_\_\_\_ Dáta: \_\_\_\_\_

Print Name: \_\_\_\_\_

I have read the important Data Protection information on the reverse of this form and have given my consent, by ticking the boxes and signing below, for my information to be used as follows:

(Please tick as appropriate)

- (1) To provide me with details of Club fundraising activities including social occasions, ticket sales etc
- (2) I am aware that my photograph or video image may be taken whilst attending or participating in games or activities connected with the Club and I consent to it being used by the Club for items like match programmes, year books, match reports, event reports or on the Club website or social media channels.

I understand that I can withdraw my consent at any time by writing to the [Club or the GAA].

I understand my rights under Data Protection legislation, as outlined on the reverse of this form

Signature of Full Member Proposing New Member

\_\_\_\_\_ Dáta: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Full Member Seconding Proposal

\_\_\_\_\_ Dáta: \_\_\_\_\_

Print Name: \_\_\_\_\_

**For Official Use only:**

Membership/approved by Club Executive on Dáta \_\_\_\_\_

Sinthe: \_\_\_\_\_ 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.



# Cumann Lúthchleas Gael

## 2021 Child/Youth Membership Application Form

Ainm/Name: \_\_\_\_\_

Seoladh/Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email (If available): \_\_\_\_\_

Date of Birth: \_\_/\_\_/\_\_

Gender:

I hereby apply to: \_\_\_\_\_ Club ("the Club") for Membership of the Club and Membership of Cumann Lúthchleas Gael (The Gaelic Athletic Association) ("GAA") ("Membership") I subscribe to and undertake to further the aims and objectives of (Association) to abide by its Rules including the **Code of Behaviour (Underage)**, which is available at: <http://gaa.ie/the-gaa/child-welfare-and-protection/>

Sínithe/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.
- We/I understand the personal data on this form will be used by the Club and the Association for the contractual purpose of registering (or re-registering) and maintaining the Applicant's Membership and notification of Club activities such as matches, meetings and Club events.
- We/I understand that the Personal Data will be retained by the Club and the Association for such period as the Applicant's Membership subsists and for a reasonable period thereafter if necessary.
- We/I understand that We/I can resign the Applicant's Membership by writing to the Club or the Association and their Personal Data will then be erased except where the Club or the Association has a clear justification to retain such Personal Data.
- We/I understand that the Applicant's Personal Data will also be used for administrative purposes to maintain their Membership including club and team administration, registrations, teamsheets, referee reports, disciplinary matters, injury reports, transfers, sanctions, permits and for statistical purposes.
- We/I understand that if I do not provide the Applicant's Personal Data their Membership cannot be registered with the Club and the Association
- We/I understand that the Club will provide me on my own behalf and on behalf of my child with updates regarding Club activities such as games, training, meetings and membership.

Sínithe/Signed \_\_\_\_\_ (Parent/Guardian) Dáta: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Medical Information

Please outline any medical information (i.e. allergies, conditions, medication) which may impact on your child's health, welfare or behaviour while participating in our activities.

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- I consent to the processing of the personal medical data as outlined above for the purpose of administering medical assistance to my child if required.
- In the event of illness/injury, I give permission for medical treatment to be administered by a nominated first aider, or by suitably qualified medical practitioners.
- If I cannot be contacted and my child requires emergency hospital treatment, I authorise a qualified medical practitioner to provide emergency treatment or medication.

Sínte/Signed \_\_\_\_\_ (Parent/Guardian)      Dáta: \_\_\_\_\_

I have read the important Data Protection information on the reverse of this form and have given my consent, by ticking the boxes and signing below, for my information to be used as follows: (Please tick as appropriate)

- 1) To provide me with details of Club fundraising activities including, social occasions, ticket sales etc.
- 2) I am aware that my child's photograph or video image may be taken whilst attending or participating in games or activities connected with the Club and I consent to it being used in the promotion of Gaelic Games, print, online/digital and social media mediums of communication.

I understand that I can withdraw my consent at any time by writing to the [Club or my Association].  
I understand my rights under Data Protection legislation, as outlined on later on this form

Sínte/Signed: \_\_\_\_\_ Parent/Guardian)      Dáta: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Full Member Proposing New Member

\_\_\_\_\_ Dáta \_\_\_\_\_

Print Name \_\_\_\_\_

Signature of Full Member Seconding Proposal

\_\_\_\_\_ Dáta \_\_\_\_\_

Print Name \_\_\_\_\_

### For Official Use only:

Registered in Central Membership Database on \_\_\_\_\_

Membership Identification Number: \_\_\_\_\_

Upon election, your membership details will be entered on the Association's membership database in accordance with Rule.

## **IMPORTANT NOTIFICATION**

The following Privacy Information is being provided to you as outlined in the General Data Protection Regulation. It is intended to inform you of how the Personal Information provided on this form will be used, by whom and for what purposes. If you are unclear on any aspect of this form, or want any further information, please contact the GAA's Data Protection Officer (01 8658600 or [dataprotection@gaa.ie](mailto:dataprotection@gaa.ie)).

### **Who is the data controller?**

The Club and the GAA are Joint Data Controllers of the Personal Data contained on this form and contact details for the Club are as follows [Club Name, Address, Phone / email].

### **Who is the Data Protection Officer for the GAA and the Club?**

Details of the GAA's Data Protection Officer are available on the GAA's website [gaa.ie/dataprotection](http://gaa.ie/dataprotection). You can contact our Data Protection Officer by emailing [dataprotection@gaa.ie](mailto:dataprotection@gaa.ie) or by calling 01 8658600, if you have any questions or wish to make any request in relation to your personal data.

### **What is the purpose of processing my Personal Data?**

The purpose for processing your Personal Data is that it is necessary for the performance of a contract in order to register and maintain your membership with the Club and the GAA.

The purpose is also to keep you informed of GAA events and fundraisers. We will only use your personal data for this second purpose if you have provided your explicit consent for this by ticking the boxes on this form.

### **Will anyone else receive a copy of my Personal Data?**

Your Personal Data can be accessed by certain members of the County Committees, Provincial Councils and the Central Council of the Gaelic Athletic Association for administrative purposes. This will be done in accordance with our data protection policy only.

In the event of an injury or insurance claim, details of your claim which will include your Personal Data will be passed to our Injury Fund Administrators, DWF based at 5 George's Dock, IFSC, Dublin 1.

### **Where is your Personal Data stored?**

Your data will be stored electronically on the GAA Membership Database which is provided by Dawson Andrews, based at 17a Ormeau Ave, Belfast BT2 8HD.

### **Who is Dawson Andrews?**

Dawson Andrews is a "data processor" who hosts the database on which your information is stored. We have a contract in place with Dawson Andrews to ensure your Personal Data is stored safely and securely.

### **How long will your Personal Data be stored for?**

Your Personal Data will be held for the duration of your Membership and it will be deleted by us in the event that you resign your Membership or you are expelled in accordance with the Official Guide. However, we may retain your Personal Data after your Membership ceases if we decide that it is strictly necessary to do so in the circumstances in accordance with our data retention policy.

### **How can I obtain a copy of the Personal Data held by the Club/GAA?**

You have the right to request a copy of all of your Personal Data and can do so by contacting us. This information will be provided to you within one month.

### **What are my privacy rights relating to my Personal Data?**

You have the right to have your Personal Data updated, rectified, or deleted in certain circumstances. You have the right to object to your Personal Data being processed and to withdraw your consent to processing - You can do so by contacting us.

### **Where can I get further information?**

Further information regarding your rights can be obtained through the **Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28** or on the website [www.dataprotection.ie](http://www.dataprotection.ie)

### **How do I make a complaint or report a breach?**

Should you wish to make a **complaint or report a breach** under in relation to your Personal Data, you can do so by filling in a webform on their website at [www.dataprotection.ie](http://www.dataprotection.ie), or by phone at 057 868 4800.

## Appendix 6

### 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 time-tables 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:

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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:

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(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):

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- 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):  
\_\_\_\_\_
- c) Date of Receipt of Decision: \_\_\_\_\_
- 6 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?  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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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. 

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2. 

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3. 

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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 - Ruairí Uasal Ó hAinbhith  
(Mr. Rory Hanniffy)  
Rúnaí  
An Córas Eadrána  
Oxmantown Mall  
Birr  
Co Offaly

Phone Number - (087) 6631111

E-Mail Address - [secretary@sportsdra.ie](mailto:secretary@sportsdra.ie)

The Disputes Resolution Code, including the relevant forms, together with previous DRA decisions are available at [www.sportsdra.ie](http://www.sportsdra.ie)

## Appendix 7

### 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 Emlý: 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, pan-cake 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 8

### 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 9

### 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 .....	2008-2018
(Director General)	
Tomás Ó Riain, Ceatharlach.....	2018-
(Director General)	

**APPENDIX 8**

**MICHAEL CUSACK:  
MAURICE DAVIN:  
ARCHBISHOP CROKE**

**APPENDIX 9**

**GENERAL SECRETARIES/  
DIRECTORS GENERAL  
OF THE GAELIC ATHLETIC  
ASSOCIATION**

## Appendix 10

# 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 Mídhe (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)
- 2012 - Liam Ó Néill (Laois)
- 2015 - Aogán Ó Fearghail (An Cabhán)
- 2018 - Seán Ó hÓráin (Baile Átha Cliath)
- 2021 - Labhrás MacCarthaigh (Nua Eabhrach)

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