

KILLALOE BALLINA TENNIS CLUB



Killaloe Ballina Tennis Club

Mission Statement

Killaloe Ballina Tennis Club aims to provide the members of the Club, regardless of race, religion, creed, age or gender, the opportunity to participate in tennis year round, where enjoyment of the game of tennis is enhanced through skilled coaching, recreation, and competitive play in a social atmosphere of friendship, encouragement, and mutual respect among all members

History of Killaloe Ballina Tennis Club

Killaloe Ballina Tennis Club was established at a public meeting held on 22nd June 1984. While there was considerable interest in tennis among many people in the Killaloe-Ballina locality, the club was initially composed of a total of twenty-four signed-up members. As will be seen in the memoirs below, the idea for the club originated in a shared vision among a handful of local enthusiasts who started the club with little or no resources bar the goodwill of the local community and their own collective passion for the game of tennis.

Initially the members of the Club played in the Ballyvalley Hotel Tennis Courts. The earliest memories of Club games there date to *c.* 1st July 1984. It is unclear how long this arrangement lasted before Mr Matt Burke secured permission to play in Rohan's field in Ballina, where four courts once existed (these have since been demolished to make way for housing). The fond recollections of Ms Noreen Blake on club activities and players at Rohan's Field indicates the enjoyment the Club provided for its early members – thankfully little has changed in that regard, it seems!

With the cooperation of Clare County Council, two tennis courts were constructed in Bawn Field, New Street, Killaloe and these opened in 1988. The location of these courts was to provide a permanent base for the Killaloe Ballina Tennis Club right up to the present, and this address marked the end of the nomadic lifestyle of the Club in the early years. As the Club expanded and developed, a number of improvements were made to the Club premises. Floodlighting was installed for one court in 1995, with a similar improvement for the second court in 1998. With growing membership, a third court was added in 2001 to cater for continuously increasing demand. This in turn generated the need for other kinds of facilities, and so the existing Clubhouse was completed in 2003, replacing the much loved and now legendary garden shed that had somehow catered for all our needs up to that point! An all-weather sand filled artificial surface was provided for all three courts in 2004. The latest piece in the development project was the construction of a fourth court which was completed at Christmas 2007.

Founding Committee

Chairperson	Noreen Blake
Secretary	Matt Burke
Treasurer	Siobhán Keane

KILLALOE BALLINA TENNIS CLUB RULES

RULES OF THE CLUB (Revision 3rd April 2023)

Interpretation of the Rules

These rules relate to the Killaloe Ballina Tennis Club located at Bane Field, New Street, Killaloe, County Clare

These Rules are in force and binding on all members as from 27th March, 2012, having been adopted by the Annual General Meeting (A.G.M.) of the Killaloe-Ballina Tennis Club at the Kincora Hall Hotel, Killaloe on that date

The foregoing rules shall be the fundamental laws of the Killaloe Ballina Tennis Club and shall not be altered except by way of a resolution at an A.G.M. or Special General Meeting (S.G.M.) provided the resolution is carried by a two-thirds majority of Full and/or Honorary Members present, subject to a quorum of fifteen such members. All questions as to the interpretation of the rules shall be referred to the Executive Committee whose decision shall be final

The Club Name

1. The club shall be known as the Killaloe Ballina Tennis Club (*KBTC*)
2. The name of the Club shall not be changed unless by a two-thirds majority of Full and/or Honorary Members at an A.G.M. or S.G.M., subject to a quorum of fifteen such members.

The Club's Objective

Killaloe Ballina Tennis Club aims to provide the members of the Club, regardless of race, religion, creed, age or gender, the opportunity to participate in tennis year-round, where enjoyment of the game of tennis is enhanced through skilled coaching, recreation, and competitive play in a social atmosphere of friendship, encouragement, and mutual respect among all members

Ownership

The lands on which the KBTC premises are situated are the property of Clare County Council and are made available to the KBTC by lease. The current lease is for a period of 25 years as and from January 2021.

The premises of the KBTC, including the clubhouse, the playing courts, the grounds infrastructure and all equipment, fixtures and fittings located or stored on the site are the property of the KBTC membership.

The income and property of KBTC shall be used solely for the promotion of the main objects of the club as set out in this document and no portion of these shall be paid or transferred directly or indirectly to members of the club other than reasonable and proper remuneration in return for any services rendered or repayment of vouched out-of-pocket expenses.

Affiliation

KBTC voted at the annual AGM to affiliate to the Munster Branch of Tennis Ireland. At the 2020 AGM the club voted to continue to affiliate.

Membership

1. Any member of the public may apply for membership of t KBTC. The Club is proud to have a broad and diverse membership and aims to ensure all members receive equal and fair treatment free from discrimination on any grounds including race, colour, ethnic or national origin, gender, age, marital status, disability or sexual orientation
2. The number of KBTC members shall be regulated by the Executive Committee in accordance with the capacity of the Club's facilities. A waiting list shall be maintained and new members shall be accepted from the waiting list as places become available
3. A capital development levy of €300 be introduced on all new Family & Single Memberships and Membership renewal applications (where former members seek to re-join the club) to take effect from 1st March 2021. The full amount will be payable on joining the club or in the alternative can be paid in the first 3 years of membership at €100 per year.
4. Membership is subject to
 - completion and update of a standard application form for use by the KBTC Executive Committee
 - an invitation from the Executive Committee to become a member
 - timely payment of an annual subscription fee and other fees due to the Club (except in the case of Honorary Life Membership which is complimentary). Fees shall be set annually at the A.G.M., along with permitted periods for payments and late fees. The Executive Committee may reduce or waive a member's fees in special circumstances
 - Membership is non-transferable
 - Members rejoining after a break in membership are not required to pay the capitation fee a second time. A small admin fee will apply.
5. The Club shall offer the following types of memberships:
 - *FAMILY MEMBERSHIP* - Family memberships shall provide for two Full Members* and their children aged up to 18 years of age (or 23 years if in full-time education)
 - *SINGLE ADULT MEMBERSHIP* - Single adult membership shall provide for one Full Member* only. Full-time students shall be eligible for a discounted fee
 - *JUNIOR SINGLE MEMBERSHIP* - Junior Single Members must be a minimum of 8 years of age on the 1st of January of the year in which they apply, and must transfer to Single Adult Membership on reaching 18 years of age (or 23 years if in full-time education)
 - *LIFETIME MEMBERSHIP* – A Lifetime Membership (advance-paid special membership offered by the KBTC from time to time) consists of two Full Members* and their children aged up to 18 years of age (or 23 years if in full-time education)
 - *HONORARY LIFE MEMBERSHIP* - Honorary Life Membership shall be designated on the basis of exceptional service to the Club and conferred at a quorate A.G.M. by a majority of the members who are present. Honorary Life Members shall be Full Members* of the KBTC

- *TOURIST MEMBERSHIP* – Tourist membership is available to those living more than 50 km from the club and is available as Single & Family membership. No capitation fee is required and tourist members are not allowed participate in competitions and have no voting rights.

(* Full Members shall be fully paid-up adults (over 18 years) with voting rights in KBTC.)

6. Voting rights at an A.G.M. or S.G.M. of the KBTC shall be confined to Full Members and Honorary Life Members
7. Voting at meetings shall be by a show of hands or a secret ballot as the Chair directs. Motions shall be carried by a simple majority. Proxy voting is not normally allowed
8. On being awarded membership, every member of KBTC agrees to abide by Club policies and the KBTC Code of Conduct
9. The Executive Committee of KBTC shall have powers to exclude entirely or suspend from the Club any member whose conduct poses a risk or potential for harm to the Club or its members. These powers shall be exercised in line with the KBTC Rules, the Complaints Policy and/or Disciplinary Policy

Data Protection

Pursuant to the provisions of the Data Protection Acts 1988 – 2003, members consent to the KBTC obtaining, recording, holding and retaining their personal data (including sensitive personal data) solely for the purposes of the KBTC, either on its computer or in its manual filing system, and consent to the use of all such data, including their disclosure to third parties, for the proper and effective management of KBTC.

Annual General Meetings

1. The A.G.M. of the Club shall be held each year with intervals of not more than 15 months between such meetings
2. Written notice of the date and business of the meeting shall be available to Full and Honorary Members at least seven days before the A.G.M. is convened
3. The business of the A.G.M. shall include, *inter alia*
 - A.G.M. Motions *
 - Executive Committee Reports
 - Chair's Report
 - Treasurer's Report
 - Secretary's Report
 - Club Captain's Report
 - Junior Sub-Committee Report
 - Team Selection Sub-Committee Report
 - Review of Membership
 - Review of Fees
 - Appointment of an Executive Committee
 - Appointment of a Junior Sub-Committee
 - Appointment of a Team Selection Sub-Committee
 - Appointment of Other Sub-Committees as appropriate
4. A quorum for an A.G.M. shall be 15, consisting of Full and/or Honorary Members

* Motions, including name(s) of proposers, must be delivered to the Hon. Secretary at least 7 days prior to the A.G.M. in one of two ways:

- they can be typed, signed and delivered to the Hon. Secretary or
- they can be e-mailed to the club's e-mail address.

Motions to go before the A.G.M. will be on display in the Club 5 days prior to the meeting. Where documents supporting or explaining detailed motions are necessary, these must be delivered to the Hon. Secretary at least 30 days prior to the A.G.M.

Special General Meetings (S.G.M)

1. The Hon. Secretary shall convene an S.G.M.
 - whenever she/he is directed to do so by the resolution of the Executive Committee
 - if a written request, signed by at least 15 Full and/or Honorary Members, is received stating precisely the matters for discussion at such a meeting
2. Written notice of the date and business of the meeting shall be provided to KBTC members at least seven days before the date of an S.G.M. A quorum for an S.G.M. shall be 15 Full and/or Honorary Members

Officers and Committee

1. The Executive Committee shall consist of Officers of the Club elected at an A.G.M as follows
 - Chairperson
 - Vice Chairperson
 - Hon. Secretary
 - Hon. Treasurer
 - Club Captain (is also Chairperson of the Team Selection Sub-Committee)
 - Coaching Co-Ordinator
 - Public Relations Officer
 - Child Protection Officer
 - Chairperson of the Junior Sub-Committee
 - Any other officer duly elected at an A.G.M
2. Members of sub-committees may be invited by the Chairperson to attend Executive Committee meetings for items that affect them
3. The Chairperson has a casting vote at meetings of the Executive Committee
4. The Chairperson shall have the discretionary right to attend all Club meetings relating to KBTC business, including meetings of sub-committees
5. An elected officer may not hold a particular position for more than four consecutive years, and may not concurrently serve on more than one committee / sub-committee save in the exceptions specified in these rules
6. Vacancies arising on the Executive Committee may be filled at an A.G.M or S.G.M., or temporarily (e.g. awaiting an A.G.M.) on an *ad hoc* basis decided by the Executive Committee

Functions of the Executive Committee

1. The Executive Committee shall hold regular meetings of its members at convenient dates, times and places decided upon by the Chairperson with the advice of the committee members. Normally *c.* 10 meetings per year shall be held

2. A quorum for an Executive Committee meeting shall consist of four elected Executive Committee members

3. The Executive Committee shall be responsible for the day-to-day affairs of the KBTC and shall decide upon, agree and implement a programme of events for each year

4. The Executive Committee shall be responsible for good governance of the KBTC in line with its rules and regulations

5. The Executive Committee shall take responsibility for the KBTC premises and facilities, and shall arbitrate the appropriate use of the premises and facilities without exception

6. The Executive Committee shall be responsible for the implementation of the KBTC Child Protection Policy, Complaints Policy, Disciplinary Policy, Coaching Policy and other Club Policies with professional advice where required

7. The Executive Committee has the power to raise monies for the purpose of improving club facilities for the purpose of implementing the club's objective of providing tennis facilities for KBTC members.

8. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

9. The income and property of the Club shall be applied solely towards the promotion of the main object(s) as set forth in this Constitution. No portion of the Club's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Club. No officer shall be appointed to any office of the Club paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club. However, nothing shall prevent any payment in good faith by the Club of:

- reasonable and proper remuneration to any member or servant of the Club (not being an officer) for any services rendered to the Club;
- interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by an officer or other members of the Club to the Club;
- reasonable and proper rent for premises demised and let by any member of the Club (including any officer) to the Club;
- reasonable and proper out-of-pocket expenses incurred by any officer in connection with their attendance to any matter affecting the Club;
- 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;

10) If upon the winding up or dissolution of the Club there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Club. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Club. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Club under or by virtue of the Income and Property clause. hereof. Members of the Club shall select the

relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

11 Annual accounts shall be kept and made available to Revenue on request. Where the gross annual income exceeds €250,000 the accounts will be audited.

Team Selection Sub-Committee

1. The Team Selection Sub-Committee shall consist of the Club Captain plus no more than five other members elected at an A.G.M, with at least one member from each section: A,B and C. It may, at its discretion, co-opt other members for selection purposes. The Club Captain(s) shall have a casting vote
2. The Team Selection Sub-Committee shall decide upon the membership of teams for internal and external tennis competitions on behalf of the Executive Committee
3. The Team Selection Sub-Committee shall run a series of Club competitions for adult members on behalf of the Executive Committee.
4. The Team Selection Sub-Committee shall hold independent meetings as necessary. The Club Captain shall report to the Executive Committee as an *ex officio* member

Junior Sub-Committee

1. A Junior Sub-Committee shall normally consist of a Chairperson and six other members, all of whom are elected at an A.G.M.
2. The Junior Sub-Committee shall hold regular meetings of its members at convenient dates, times and places decided upon by the Chairperson with the advice of the sub-committee members. Normally *c.* 10 meetings per year shall be held
3. The Junior Sub-Committee shall decide upon, agree and implement a programme of events for each year, with prior agreement of the Executive Committee
4. The Junior Sub-Committee Chairperson shall report to meetings of the Executive Committee as an *ex officio* member

Finances

1. The financial affairs of KBTC shall be the responsibility of the Executive Committee in general and the Hon. Treasurer in particular. Correct accounts and books showing the financial affairs, receipts and disbursements of the KBTC shall be kept by the Hon. Treasurer or under his/her supervision. They shall be examined and certified by the Hon. Treasurer and proper receipt/payment accounts as well as bank reconciliations shall be submitted to the following meeting of the Executive Committee, if requested by the Executive Committee at the previous meeting
2. The appointment of an Auditor may be made at an A.G.M. or an S.G.M. only. The annual accounts of the KBTC, for submission to the A.G.M., shall be prepared and audited by the Auditor of the KBTC

3. The bankers of the KBTC shall be Allied Irish Bank, Killaloe and any other bank subsequently appointed by the Executive Committee. The Executive Committee shall be empowered to open any bank account in the name of the KBTC and all transactions in these accounts shall be authorised by the Executive Committee. The Hon. Treasurer and at least one other person, authorised in writing by the Executive Committee, shall have power to write cheques or withdraw funds from the bank accounts of the KBTC
4. Subject to the authority of the Executive Committee, the Hon. Treasurer shall have responsibility for the finances of the KBTC and shall monitor actual receipts and payments against the approved budgets. The Hon. Treasurer shall receive all monies paid to the KBTC and shall ensure that all such sums are lodged to the bank account/s of the KBTC as soon as practicable
5. No member of KBTC shall have any personal interest in the purchase or sale of any asset of the Club or any article in the Club except in the normal course of the business of the KBTC
6. The Executive Committee shall have the power to borrow for the purposes of the KBTC either at one time or from time to time, whether on the security of the assets of the KBTC or otherwise, such amounts of money as may be sanctioned by resolution made at an A.G.M. in such form and at such rate of interest (if any) as shall be specified therein
7. The Executive Committee shall have no power to pledge the personal liability of any member of the KBTC for the repayment of any sums borrowed
8. The Membership of KBTC give the Executive Committee to permission to borrow **up to** €87,500 from Clann Creedo by way of Term Loan and to seek a bridging loan amount for a period of 2 to 6 months pending drawdown of grant aid approved by Tomar Trust to Killaloe Ballina Tennis Club (to facilitate the completion of phase 1 of the indoor courts project and to assist in funding the resurfacing of 2 existing courts). The interest rate advised by Clann Credo as at 25/2/2021 is 5.45%. The term of the loan sought will be 15 years. The interest rate applicable on the bridging loan as at 25/2/2021 is 6%.
9. The Membership of KBTC give the Club Trustees permission to borrow an extra €30,000 from Clann Credo by way of a 12 year Term Loan (in addition to the existing €87,500 12 year term loan drawn down by the club in 2021) to facilitate the conversion of floodlighting on Courts 1-4 to LED lighting, dependent on full grant aid options being exhausted (March 2023)
10. The Membership give permission to the Club Trustees to obtain a bridging loan facility amount of up to €300,000 for a period of 2 to 12 months from Clann Credo (to facilitate the completion of phase 2 & 3 of the indoor courts project), pending drawdown of approved grants for the project. The interest rate quoted by Clann Credo on such a bridging loan as at 24/2/2023 is 8.5%. (March 2023)
11. The Membership of KBTC give the Executive Committee permission to charge members for lighting on new and/or existing courts. (March 2023)

Trustees

1. The property of the club shall be vested in not less than three Trustees and held by them for the use and benefit of the club but cash and bank balances shall be administered by the executive committee, such Trustees being elected at the AGM or SGM.
2. Each Trustee shall hold office until he/she resign, die, be absent from Ireland for one year, cease to be a member and for such or other reason be removed from office by a resolution passed at the AGM or a SGM Club.
3. Should a Trustee or Trustees cease to act as such for whatever cause and thereby the Trustees are reduced to not more than two in number, the Executive Committee shall,

within six months, appoint a Trustee or Trustees to fill vacancies appropriate by such cessation of office, as aforesaid. The surviving or continuing Trustees shall have power to act notwithstanding any casual vacancy or vacancies or Trustees.

4. The Trustees shall deal with the assets and property of the club as directed by a resolution made at an A.G.M. of which any entry in the minute book signed by the chairperson shall be conclusive evidence. The Trustees shall have the power to buy, sell, lease, mortgage or pledge any club property.
5. There shall be no acquisition or disposal of land or buildings without prior approval of the ordinary members given by way of resolution at an A.G.M. or a S.G.M. called for the purpose at which not less than a majority of those present and voting shall pass such a resolution.
6. The Trustees, and officers of the club and every member of the committee, their executors and administrators shall be indemnified out of the assets of the club from and against all actions, claims, demands, costs, losses, damages and expenses which he/she shall or may occur or sustain by reason or an account of any obligations undertaken by him/her on behalf of the club in their capacity as such Trustee, officer or committee member provided always in the case of a liability incurred in his capacity as a Trustee, officer or committee member that such liability was not incurred through his/her own fraud or wilful default, libel or slander.

Procedure for Late Payment or Non-Payment of Club Subscriptions

1. Subscription rate is determined at the Club's AGM
2. Subscription deadline is set
3. Only paid-up members can enter competitions past the Subscription Deadline Date
4. Non-payment by a certain date results in on-line booking being disabled.
5. Non-Payment by a slightly later date results in Clubhouse entry being disabled.
6. Membership List is printed; renewal procedure completed.
7. Alternatively, members can set up a three-month Standing order which must start before the subscription Deadline. The member must inform the treasurer when the Standing Order has been set up.

Coaching

1. The Coaching Co-Ordinator, who shall not be a coach, shall have overall responsibility for adult and junior coaching arrangements within the KBTC, subject to the approval of the Executive Committee
2. All coaches shall be appointed by the Executive Committee of the KBTC
3. All coaches must be appropriately certified and have an approved tennis coaching qualification
4. All coaches and helpers shall have appropriate insurance cover
5. All coaches and helpers need to be garda vetted before they work with children. This is a legal requirement. Coaches and helpers shall have child protection training provided by KBTC
6. Coaching times and fees shall be laid down by the Executive Committee
7. Coaching can be either group based or individual. Where individual coaching is for a minor (U18) a parent/guardian must be present for the entire session. Individual coaching is only allowed off-peak times.

8. Coaching for non-members shall not normally be facilitated on KBTC premises
9. Coaching is deemed to happen when an individual is seen on the court with one or more other players who are not part of his/her immediate family and:
 10. has more than seven balls in play, ie. he/she is feeding balls from a bucket
 11. is in constant communication with the one or more player on the court
 12. is seen to be doing this repetitively over period of time

Court Bookings

1. Court booking rules shall be displayed at KBTC and must be followed, and illegal bookings shall be deleted without notice
2. 7pm onwards shall be available for adult booking only except where exceptions are agreed by the Executive Committee
3. Players 15 minutes late shall forfeit their court booking
4. Court bookings for non-calendar events must be cleared by the Executive Committee
5. Competitions (first internal Club competitions and then external competitions approved by the Executive Committee) shall have booking priority
6. Adult members cannot book courts to play with juniors from 7pm onwards
7. However, juniors can play after 7pm if a court is free but must always vacate the court if an adult member wishes to use it
8. Juniors aged 16 years and over are allowed to participate in Senior competitions

Guests of Members

1. Full members may have guests at the Club as follows:
 - a. members may invite guests to play at the Club occasionally, and not regularly; busy periods at the Club must be avoided, and bookings must be outside of times of peak use / preferred times of Club members
 - b. guests within the Club must be accompanied by the full member at all times
 - c. each guest shall be subject to a guest fee per play
2. Junior guests must be signed in by an adult Club member
3. All guests must sign the guest book provided within the Clubhouse
4. Members shall make their guests aware of the Club rules

The Public

1. Courts may be made available to the public (e.g. local schools) at the discretion of the Executive Committee
2. A fee for such use shall be set by the Executive Committee
3. Non-members must abide by the Rules of the Club set out in this document and other KBTC documentation.

General Rules

1. The use of the premises of the KBTC is to promote and provide facilities for the playing and pursuit of the game of tennis and social activities ancillary thereto. The premises of the KBTC may also be used for such other outdoor and indoor games, activities and social functions as may be considered desirable from time to time by the Executive Committee
2. Players on court must be respected by everyone on the KBTC premises

3. All members shall respect the KBTC premises and property and take responsibility for its maintenance and good upkeep
4. The main gates to the KBTC must be kept closed at all times, and the last adult player to leave the premises must close the gates securely
5. Only adult members may open the clubhouse, which shall be a non-smoking area. All kitchen ware must be washed and cleared away, and the clubhouse must be left in a clean and orderly state after use
6. Roller blades and skateboards or similar are not allowed anywhere on KBTC premises.
7. Dogs or other pets are not allowed anywhere on KBTC premises.
8. Parents/Guardians shall take responsibility juniors when they are on KBTC premises and any person not participating in a game must remain outside the court fence, including small children of members
9. All rubbish shall be placed in the bins provided, and littering is forbidden
10. On court, the following rules shall apply:
 - a) Tennis shoes and suitable clothing shall be worn. Shoes with studs / heavy tread grips shall be forbidden. All personal gear must be removed after play
 - b) Smoking, chewing gum, spitting and littering are expressly forbidden on court
 - c) Mobile phones shall not normally be brought on court. If brought on court, phones must be turned to 'silent' mode
 - d) Glass bottles / containers etc may not be brought on court
 - e) Only adult members may adjust the net height
 - f) Courts may not be used when any part of the court surface is flooded or frosted over
 - g) Players shall respect others when on KBTC premises and display good sporting manners. Swearing, bullying, intimidation, mimicking, racket/ball abuse, or other unsporting behaviour shall result in a player being asked to leave the court, forfeiting whatever match they may be playing. A breach of this rule may be the basis for a formal complaint

Dissolution

KBTC may be dissolved by a resolution passed at an S.G.M. specifically called for that purpose and carried by a two-thirds majority of the Full and/or Honorary Members present subject to a quorum of fifteen such members. In the event of the passing of such a resolution the Executive Committee shall be responsible for the winding up of the assets and liabilities of KBTC.

If upon the winding up or dissolution of KBTC there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the club but shall be given or transferred to some other club or charitable cause having main objects similar to the main objects of the KBTC and on the same terms.

Killaloe / Ballina Tennis Club Policies

A. Child Protection Policy & Implementation Procedures

Killaloe / Ballina Tennis Club's Child Protection Policy consists of:

1. The Child Protection Statement
2. The Code of Behaviour between Adult helpers and Children
3. The Anti Bullying Code
4. Child Protection Training provided by the KBTC Child Protection Officer
5. This policy is supported by Killaloe/Ballina Tennis Club's *Complaints Policy*, *Disciplinary Policy*, the *Procedure in the case of an allegation of a child protection nature against a club member* and *Child Protection Training*

Child Protection Statement

Killaloe Ballina Tennis Club is fully committed to safeguarding the well-being of its members. Each individual in our club should, at all times, show respect and understanding for the safety and welfare of themselves and others, and conduct themselves in a way that reflects the policies and procedures of our club and the guidelines in the *Code of Ethics and Good Practice for Children's Sport in Ireland*.

Code of Behaviour for Adult helpers and Children

- The welfare of each child is paramount
- All children have the right to be protected and to be treated with respect
- All children have the right to be listened to and have their views taken into consideration
- All children have the right to be praised and encouraged
- Adult helpers should be sensitive to the risks involved in playing Tennis
- Adult helpers should never physically punish or in any way be verbally abusive to a child
- Adult helpers should never tell jokes of a sexual, degrading or discriminating nature in the presence of a child
- Adult helpers should be sensitive to the possibility of developing favouritism or the risk of becoming over-involved with a particular child
- Adult helpers should not find themselves alone with a child
- Children are encouraged to report cases of bullying

Anti Bullying Code

Our Tennis Club is a place where:

- every member can feel secure
- it is known that bullying is not acceptable behaviour
- name calling is not tolerated
- no one suffers abuse of any nature
- no one is victimised
- members are supported and listened to
- it is each member's responsibility to ensure that everyone is treated equally

Child Protection Training provided by the KBTC Child Protection Officer

The KBTC Child Protection Officer shall provide child protection training for all committee and sub-committee members of the KBTC, as well as all coaches, trainers, helpers and club members who undertake any duties whatsoever on behalf of the KBTC involving the care of children. Child protection training shall consist of classroom-based instruction, and shall be open to all KBTC members as well as those specifically mentioned above. The first set of child protection training classes was provided in June 2007, and this shall be repeated as considered necessary by the Executive Committee of the KBTC on the advice of the Child Protection Officer.

Procedure in case of an allegation of a child protection nature against a club member

In the event of an allegation of a child protection nature against a club member, the following procedure shall apply:

- The allegation shall be communicated in writing by the person bringing the allegation to the Chairperson and to the Child Protection Officer without delay
- The Child Protection Officer shall ensure that the appropriate child protection policies are followed
- The Chairperson of the Tennis Club shall ensure that procedures of natural justice prevail for all parties at all times
- A member against whom an allegation is made shall be advised not to have any contact with children within the Tennis Club while the allegation is being dealt with

Any adult member who is found to have a criminal conviction of a sexual nature against them shall be deemed unsuitable to hold a position of trust within the club. A position of trust consists of any role beyond normal club membership.

B. Complaints Policy & Implementation Procedures

- 1 In keeping with our Mission Statement, KBTC Members are expected to act with courtesy, tolerance and sensitivity toward each other. The success of the Club's activities and events is gauged by Members recognition of the needs of each individual member and by respectful conduct and actions. The Club takes pride in upholding these principles. Complaints against members are rare and are not expected to be made lightly. They are treated with great seriousness, as the Club's reputation depends on members' good conduct.
- 2 The Club recognises that circumstances may arise when a person's* actions may cause concern, distress or alarm. The club member should bring any complaint to the attention of the person perceived to be responsible for the offending action. If the complaint cannot be resolved at this stage or the member feels that they are being unfairly treated, they can consult the Chairperson in the first instance. The Chairperson shall treat concerns in confidence and seek to alleviate the cause, speaking privately to the person whose conduct or action is causing the concern and potentially gaining agreement that offending conduct or actions shall not be repeated. At this stage, the name of the person expressing concern is not divulged. (*The

word “person” and the word “complainant” may be a single individual or a number of individuals).

- 3 If this route has been followed without success, a complaint about a person’s conduct can be addressed in writing to the Chairperson.* The complaint must be about conduct which has offended the complainant and is not hearsay. The complaint should name the person complained about and specify the alleged conduct, giving dates, times and precise details. Complaints must be signed; anonymous complaints shall not be pursued. (*No complainant or person complained about can participate in the complaints procedure in any other role. If a complaint relates to the Chairperson, the Vice-Chairperson shall act in place of the Chairperson with respect to that complaint and operating the Complaints and/or Disciplinary Procedure(s))
- 4 If the Chairperson determines that a complaint is to be investigated further, he shall inform in writing the member complained about of what is alleged. The Chairperson shall ask a Complaints Investigation Group (CIG) of two people to enquire into the complaint and report within 20 days. The CIG shall usually consist of two members of the Executive Committee. The CIG shall interview the member complained about, and may also wish to interview the complainant to clarify the complaint. The member complained about is entitled to arrange for someone to represent them at any interview should they wish it.
- 5 The CIG considers whether the complaint is valid and determines whether there is a means for resolving the issue, for example a promise not to repeat the complained-of conduct and some evidence that the promise can be kept. If the CIG reports to the Chairperson that agreement has been reached, the Chairman writes to the member complained of confirming the agreement made between the member and the CIG. The Chairman so informs the complainant and the matter rests. Any agreement reached shall be monitored by the Chairperson to ensure the agreed conduct is adhered to.
- 6 If the CIG finds the complaint valid and of substance and no agreement is reached, or further incidents occur which breach any agreement made, the CIG shall make a recommendation to the Executive Committee to activate the KBTC Disciplinary Policy with regard to the offending member. The complainant shall be informed in writing of this decision and shall be advised of their right of appeal.
- 7 An appeal shall consist of running the procedures described through 4, 5 & 6 above for a second time, with a new CIG. Only one appeal is permitted, and this may be initiated by one or both parties to the complaint.
- 8 KBTC Executive Committee members not so far involved in the procedure - but including the Chairperson - receive the recommendation of the CIG. The person complained of, who may or may not have appealed against the recommendation of the CIG, does not have a right of appearance before the Executive Committee. KBTC Executive Committee members invoke the process set out in the KBTC Disciplinary Policy at a formal meeting.
- 9 The CIG shall maintain a written confidential record of its proceedings, and records shall be safely and confidentially kept for access by KBTC officers.

C. Disciplinary Policy & Implementation Procedures

1. Disciplinary issues shall arise where unresolved complaints about a member arise under the KBTC Complaints Policy and its linked

procedures. In these cases this Disciplinary Policy and its procedures shall be invoked by the Executive Committee.

2. A Disciplinary Committee (DC) shall be appointed by the Executive Committee. The committee shall normally consist of the Chairperson of the Executive Committee (or nominee), the Child Protection Officer and one ordinary registered member of the KBTC. (If a complaint relates to the Chairperson, the Vice-Chairperson shall act in place of the Chairperson with respect to that complaint and operating the Complaints and/or Disciplinary Procedure(s); If a complaint relates to the Child Protection Officer, the Secretary of the Executive Committee shall act in place of the Child Protection Officer with respect to that complaint and operating the Complaints and/or Disciplinary Procedure(s)).
3. The purpose of the DC is to decide and implement the appropriate level of sanction against the member
4. The DC shall meet within 10 working days of completion of the Complaints Procedure, and its work shall normally be completed within 20 working days of its first meeting.
5. If the complaint involves a suspected criminal offence, the DC shall be disbanded and the Chairperson or Children's Officer shall refer the matter to the statutory authorities.
6. The DC shall maintain a written confidential record of its proceedings, and records shall be safely and confidentially kept for access by KBTC officers.
7. The DC shall notify the member of any sanction being imposed. The notification shall be made in writing, setting out the reasons for the sanction. If the member is under 18 years of age, correspondence shall be addressed to the parents/guardians
8. A member may appeal the level of sanction decided by the DC within 20 days after notification, after which time the right of appeal shall have elapsed. The grounds for the appeal must be made in writing or presented at an oral hearing arranged with the DC. The Committee, in a private sitting, shall consider the grounds for the appeal and re-examine the reasons for the level of sanction originally decided. It may change the level of sanction on appeal or uphold its original decision. All parties have a right to representation at the appeal stage. Only one appeal is permitted. Decisions of the DC following appeal are final.
9. The levels of sanction open to the DC are:

Level 1 Sanction : Misconduct

Misconduct is an offence considered to be of a minor nature and shall normally incur a warning from the DC. Examples include: discourteous, crude or offensive behaviour; unsafe conduct; offensive disregard for club equipment and property; refusal to carry out reasonable instructions issued by club officials or event organisers; other similar actions at the discretion of the DC. Repetition of the above offences or failure to comply with any demands made in writing by the DC may result in further disciplinary actions

Level 2 Sanction : Serious Misconduct

Serious misconduct involves offences of serious scale and gravity. Examples of offences, which may be considered as serious misconduct, include: deliberate or consistent breaches of Club rules; theft or misappropriation; use of threatening or abusive behaviour; attending the Club whilst under the influence of drugs or alcohol; malicious interference with equipment or property; disregard for one's own or other people's safety; any other action that may bring the

Club into disrepute. The sanction for such offences is suspension from the Club for a period to be determined by the DC

Level 3 Sanction : Gross Misconduct

Gross Misconduct is of such seriousness that the DC shall require the expulsion of the offender from the Club. Examples are: physical violence or assault towards other persons, including seriously threatening, intimidating or forceful behaviour; reckless disregard of safety; conviction of criminal offences involving physical violence or abuse; other acts of an extremely serious nature against the Club, its members or any other party

**The Killaloe-Ballina Tennis Club Committee
2023-2024**

Hon. Treasurer	David Ryan
Hon. Secretary	Marie O'Brien
Club Captain	June Kirwan and Efisico Cocco
Junior Chair	Avril Hayes
Coaching Coordinator	Helen Purtill
PRO	Sinead Spain
Child Protection Officer	Sandra O'Malley
Vice-Chair/ Maintenance	`
Chair	Patrick Seymour