



[NEWS ALERT FOR THE GAA](#)

In this alert, Reddy Charlton McKnight deal with: -

1. A new Compendium of DRA cases
2. Sponsorship – Key Considerations
3. Stamp duty saving for GAA clubs
4. Running a club AGM



1. COMPENDIUM OF DRA CASES

Reddy Charlton McKnight has collated and compiled a compendium of all decisions of the Dispute Resolution Authority since its inception in 2005.

This compendium comprises the text of the decisions as they appear on the DRA website. In addition, we have identified the main issues dealt with in the cases. The key words relating to these issues are set out in a key word summary at the beginning of each case. The key word summary is fully searchable and will bring the reader to the relevant case.

The compendium is available on www.rcmck.com/dracompendium

We hope that this compendium will make DRA cases more accessible to players, administrators and the general public.



2. SPONSORSHIP – KEY CONSIDERATIONS

Whether you are a sponsor or an event organiser, the importance of a comprehensive and bespoke Sponsorship Agreement cannot be overstated. A successful sponsorship can be a win-win arrangement for the parties but it is essential that both parties know where they stand and what is expected of them from the outset.

There are many issues to consider. Here are some of the issues:

Exclusivity

A sponsor will always prefer to exclude all other sponsors. On the other hand, the organiser will want to get as much sponsorship as possible. If you do not carefully define the sponsor's rights and any limits on them, you will end up with upset sponsors who may not pay, for costly legal disputes.

Ambush Marketing

Through Ambush Marketing competitors may seek to establish an association that the parties to the sponsorship agreement have not authorised and which will dilute the value of the contract and the exclusivity of the sponsor. Accordingly, it is important to agree from the outset the approach to be adopted in dealing with any ambush marketing attempts and if appropriate to incorporate an ambush marketing strategy as part of the sponsorship agreement.

Duration and Renewal

The value of sponsorship is derived from an association between the sponsor and the event; the more established the association, the more valuable the relationship. However where the relationship is not working-for one or both parties-they will not want to be tied into the agreement for a long period. Therefore the agreement should set out a mechanism for extension or renewal of the term of the agreement and a means by which the association between the parties will be re-valued at that renewal date.

Intellectual Property

Sponsorship will usually involve the use of names, logos, trademarks and other intellectual property of one or both parties. It is vital to regulate the permitted use of any intellectual property in order to protect the brand to prevent misuse and to avoid disputes.

Benefits

Where and when will signage be displayed? What naming rights are being given? What advertising or broadcast rights are being granted? Both parties must be clear as to their obligations and the benefits they are to receive.

Performance Benchmarks

It is very difficult to place a value on sponsorship arrangement because it derives from the intangible association with the event. However, if a mechanism for setting performance benchmarks or a valuation of the various deliverables, can be agreed it serves as a useful means for the sponsor to assess the value of its association with an event and acts as a useful reference point by which disputes with a dissatisfied sponsor may be resolved.

Termination and exit strategies

Not all relationships will work nor can all circumstances be foreseen in advance. Therefore the sponsorship contract must provide for circumstances where situations change or the relationship sours and one party or the other wishes to terminate the agreement.



For further information please contact Elaine McGrath, emcgrath@rcmck.com



3. STAMP DUTY SAVING FOR GAA CLUBS

SALES OR LEASES TO APPROVED SPORTS BODIES

Relief

The Finance Act 2007 provides relief from stamp duty for **approved sports bodies**. The relief is available in respect any conveyance, transfer or lease of land to an approved sports body.

Sole purpose of promoting amateur sports

However an important condition must be fulfilled: that the land will be used for the **sole** purpose of promoting athletic or amateur games or sports.

Accordingly, difficulties will arise if the land is subject to lease or if the land is not to be used entirely for the purposes of our games. These difficulties may be overcome in certain cases with appropriate planning.

Clawback

There are clawback provisions if the land is disposed of by an approved sports body and the income from the disposal is not reinvested for the sole purpose of promoting athletic or amateur games and sports. There are also clawback provisions if the land ceases to be used for the purposes of promoting amateur games and sports. The Revenue Commissioners may apply interest to any clawback.

BENEFITS FOR GAA CLUBS

If a GAA club has been designated by Revenue Commissioners as an approved sports body and acquires lands for the sole purposes of promotion of amateur sports, the saving on stamp duty is substantial. At present stamp duty on non residential property is charged on a sliding scale with consideration in excess of €80,000 being charged at 6%.

WHAT IS AN APPROVED SPORTS BODY?

An approved sports body is a body which holds a certificate from the Revenue Commissioners confirming that the body is one to which Section 235 of the Taxes Consolidation Act 1997 applies i.e. it is a body established and existing for the sole purposes of promoting athletic or amateur games or sports whose income is exempt from income/corporation tax and the body must hold a current tax clearance certificate. A substantial number of GAA clubs have already successfully applied for this certificate. For further information please have regard to The Revenue Commissioners website at www.revenue.ie

A sports club may apply to the Revenue Commissioners to obtain the appropriate certification under Section 235, of the Taxes Consolidation Act 1997. All applications should be made to:

**Office of the Revenue Commissioners
Games/Sports Exemption Section
Government Buildings
Nenagh
County Tipperary**

We recommend that Clubs take specific advice in relation to the availability of approved sports body status.



**For further information please contact
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4. RUNNING A CLUB AGM

November is the time for the holding of an annual general meeting of the club.

The club constitution sets out the rules for the holding of an AGM. It is important that those rules be followed. Members are entitled to expect that an AGM be properly held and that the notice and time limits set out in the rules are complied with.

TYPES OF GENERAL MEETING

There are two types of General Meeting:

Annual general meeting

Special general meeting, which is every general meeting other than the annual meeting.

CALLING THE MEETING

The task of deciding a time and place of an annual general meeting is for the Executive Committee of the club. The club constitution indicates, however, that insofar as it is practical, it should be held before the end of November in each year.

TIME LIMITS

Notice of the meeting

At least twenty eight days before the date of the meeting.

Date for receipt of nominations and motions

At least twenty one days prior to the date of the meeting

Circulation of agenda and papers

Ten clear days before date of meeting (but on or after the date for the return of motions/nominations).

NOTICE OF MEETING

Rule 8.5.2 requires the secretary to give at least twenty eight days notice in writing to the members of the date fixed for the meeting.

That notice must also;-

invite nominations for election;

invite motions for consideration at the AGM;

specify that such nominations and motions shall be received by the secretary by a date not less than twenty one days prior to the date of the meeting.

CIRCULATION OF AGENDA AND PAPERS

Rule 8.5.3 requires the circulation of the agenda and papers set out in Rule 8.5.3. The secretary must do this on or after the date specified for the return of nominations and motions. Obviously, it would be inefficient and unfair to circulate the agenda at a date prior to the date fixed for the receiving of nominations and motions.

The secretary must do this so that the members have ten days clear notice before the meeting.

The documentation to be circulated is as follows:-

Copy of the **agenda**;

Copy of the **annual report** of the secretary;

Copy of the **financial statements** including the report of the accountants/auditors;

Details of the **nominations** for election to the executive committee;

Copies of any **motions** for consideration at the meeting.



THE BUSINESS OF THE AGM

The Rules set out the business to be transacted at an annual general meeting. The items they mention are as follows:-

adoption of **standing orders**;

minutes of previous AGM;

consideration of the **annual report** submitted by the secretary;

consideration of the **financial statements** including the report of the accountants/auditors;

chairman's address;

election of officers and members of the executive committee;

notices of **motion**;

Other business.

Although the rule does contemplate the transaction of Other Business, it would be unwise to use this heading for the carrying out of any business of substance. The purpose of the giving of notice and the circulating of notices of motion is to alert members to the business to be carried out at the meeting. It would be unfair to members to use the heading of Other Business to introduce business of substance, which had members being aware of it, might have provoked them to come to the meeting.

VOTING

Voting is dealt with in rule 9 of the club constitution. Only full members are eligible to vote and only if their membership fees are paid up and they have not been suspended or disqualified.

The normal way of voting is by a show of hands. However on any vote for elective office, a secret ballot must be used. In addition, before the chairman has declared a result on a show of hands, a ballot can be demanded by the chairman or by at least five members present and entitled to vote. If a ballot is demanded it is up to the chairman to decide how it will be conducted.

The chairman does have a casting vote in the event of a tie either on a show of hands or on a ballot. However the chairman does not have a casting vote on an election for any position. In that case the matter is determined by lot.



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