

ANNUAL AFFILIATION RENEWAL AGREEMENT 2022

This agreement is made between the "IRISH MOTORSPORT FEDERATION LTD. T/A MOTORSPORT IRELAND" (hereinafter called 'IMF/MI' or 'Motorsport Ireland') and

Registered name of Company (Club): _____

CRO Registration No. _____

Trading Name if Different : _____

(hereinafter called the 'Club')

The following are the current elected/appointed officials to act in the office of:

President _____

Chairperson _____

Secretary _____

Treasurer _____

Number of paid up club members in the outgoing year _____

I as a duly appointed officer of the Club declare and confirm that the Club has been constituted in accordance with Motorsport Ireland's rules for affiliated clubs as laid out in GCR numbers 13.1.2, 13.1.2.1, 13.1.2.2, and 13.1.2.3 and that I am familiar with these GCR's. I further confirm that the Club as a Company Limited by Guarantee is fully compliant with all Company Law Acts and all requirements of the Companies Registration Office.

Signed _____ Club Chairperson and Director on behalf of
_____ CLG and duly authorised

Date _____

Signed _____ Club Secretary and Director on behalf of
_____ CLG and duly authorised

Date _____

Items to be enclosed with this application

- A copy of the Financial Statements including Balance Sheet of the Club, as adopted at the most recent Annual General Meeting.
- The number of club members entitled to vote at the time of the most recent Annual General Meeting.
- The number of club members in attendance at the most recent Annual General Meeting.
- A copy of the current Constitution of the Club.
- A copy of the last B1 Company Registration Form Annual Return submitted to the Companies Registration Office (CRO) with confirmation of receipt by the CRO.

Date of the Clubs last AGM _____ (must be within 12 Months of the date of this agreement)

This section is to be completed by the person/s who has independently certified the Club’s financial statements prepared for the said Annual General Meeting.

“I declare that the true position of the Club’s Financial affairs are as reflected in the Presented Statement and that this statement was adopted with/without* qualification at aforementioned Annual General Meeting.”

* Please delete whichever does not apply.

In the case of any qualifications please indicate:

Signed _____ Date _____

This form must be returned to Motorsport Ireland, 34 Dawson Street, Dublin 2 by 15th December 2021

List of all directors and members as declared in Company Registration Office returns.

Name:	Tel No.	Email:
Name:	Tel No.	Email:
Name:	Tel No.	Email:
Name:	Tel No.	Email:
Name:	Tel No.	Email:
Name:	Tel No.	Email:
Name:	Tel No.	Email:
Name:	Tel No.	Email:

Use an additional page if necessary

TERMS AND CONDITIONS OF AFFILIATION

WHEREAS it has been agreed that the Club shall be affiliated with IMF/MI, NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This form together with the accounts as stated above and appropriate fee in accordance with the scale of fees then in force as laid down by IMF/MI (hereinafter called 'the documents') must be returned to IMF/MI, at 34 Dawson Street, Dublin 2. The documents to be received by MI by the 15th December in the outgoing year. If the Club fails to provide the documents by the closing date it shall lose all benefits of affiliation when the current affiliation expires on 31st December. No further permits will be issued for the following year until affiliation is completed. If the process is not completed by 15th January of the year of affiliation, a fine of €500 will be imposed. Failure to provide the documents and pay the fine by 31st January will result in suspension of the club's affiliation. Failure to provide the documents and pay fine by the last day of February, the Clubs affiliation will be terminated. A Club whose affiliation is terminated will not be eligible for affiliation in the current year but may apply for affiliation as a new club for the following year.
2. The Club may not be represented at meetings while they are suspended.
3. If the Club's affiliation is in default, it shall forfeit dates allocated during the period of the default and these will be made available to other clubs to run similar events.
4. In extenuating circumstances, the Club may apply to the Motor Sport Council for consideration at their December meeting only, for an extension of the deadline by a period not exceeding 3 months.
5. In order to provide opportunities for the discussion of matters relating to motor sport and in particular the promotion of the interests of such sport in the Republic of Ireland, Motorsport Ireland shall each year invite the Club to appoint from amongst its directors two delegates, one of whom shall be either the Chairperson/President, Treasurer or Secretary to attend such meetings as Motorsport Ireland may think desirable. Motorsport Ireland will hold a National Congress annually which can be attended by two delegates per club. The three (3) regional MSC seats will be voted on by each individual region and all club nominations to Commissions will be made at this congress.
6. That subject to the annual renewal of this agreement each year the Club shall be entitled to the benefits and advantages and shall undertake the duties and obligations of such affiliation and shall from time to time as hereinafter provided.
7. Permits granted by Motorsport Ireland to the Club for the promotion of either 'Open' or 'Closed' competitions shall be issued at the scale of fees in force at the time of application as laid down by Motorsport Ireland.
8. The Club will make an advance payment to MI by 12.00 noon of the Tuesday before the event as per Appendix 130. Final returns must be submitted within 1 week of the finish of an event. Failure to meet this deadline for the final returns will result in the suspension of this Affiliation and the suspension of issue of permits for future event. If the Clubs affairs are not regularised within a further 2 month period, this affiliation will be terminated.
9. If the Club wish to cancel an event, they must seek the approval of MI prior to making any public announcement. The wording of the announcement to be agreed with MI. Failure to comply will mean that the club will be charged the full public liability premium for the event.

10. Motorsport Ireland shall grant to such members of the Club as shall in the opinion of Motorsport Ireland be eligible, Competitors' and Drivers' F.I.A. Licences and shall enter their names on the Competitors' Register of Motorsport Ireland on receipt of the licence fee as laid down by Motorsport Ireland in force at the time of application.
11. The Club shall on affiliation pay to Motorsport Ireland a registration fee plus an annual affiliation fee in accordance with the scale of fees in force at the time as laid down by Motorsport Ireland.
12. The club may not be a member of another organisation other than an NGB recognised by Sport Ireland, without the written permission of Motorsport Ireland, such permission may not be unreasonably with-held
13. The club may not enter into any discussions to host rounds of any championship other than Motorsport Ireland permitted championships or championships approved by another Irish NGB recognised by Sport Ireland, without the prior approval of Motorsport Ireland such permission may not be unreasonably with-held
14. The club shall provide a list of all directors along with telephone numbers and email addresses. Any change in the board of directors or officers must be notified to Motorsport Ireland within 7 days of that change being made.
15. (a) The Club agrees to be bound by the F.I.A. Sporting Code (the Code) and the General Competition Rules, the Motorsport Ireland Social Media Policy, and appendices of Motorsport Ireland (the Rules), which may be updated from time to time. The Club accepts full responsibility for the actions of its officers, officials and members in dealings with Motorsport Ireland and understands and accepts that penalties may apply to the Club for breaches of the Code and the Rules by such officers, officials and members. Such penalties may only be applied by the Motor Sport Council, which will only reach such a decision having summoned the parties before them to allow representatives to make a statement on the Club's behalf.
(b) Any Club or individual against whom a penalty has been imposed in accordance with 15 (a) above shall have an automatic Right of Appeal to the National Tribunal of Appeal of Motorsport Ireland. Such an Appeal must be lodged within 7 days of the notification of the decision to be appealed against.
17. This agreement may be suspended with 14 days written notice from Motorsport Ireland for up to 45 days, on the instruction of the Motor Sport Council. Should the club fail to comply with the reasons for the suspension within the 45 days the affiliation agreement may be terminated by giving 14 days' written notice, no refund of any fees already paid shall be made. Should a club be suspended by Motorsport Ireland or have their affiliation agreement terminated by Motorsport Ireland they can appeal such decision to the Board of the Irish Motorsport Federation within 7 days of such notice. The club may terminate this affiliation agreement at any time by giving 14 days' written notice, no refund of any fees already paid shall be made.
18. All affiliated clubs must maintain a register of the club members to include the name, address, and other contact details as appropriate (telephone, email, etc.) of members. Motorsport Ireland reserves the right to inspect the register with 7 days' notice from January 2023.
19. In order to be affiliated, a Club must have a minimum of 30 paid up members. If a club applies for a permit to hold a stage rally, then the club must have a minimum of 50 paid up members or a commitment of assistance from another club where the combined membership of the two clubs will reach the minimum requirement.

20. In order to be affiliated, a Club must have at least 2 events listed on the Motorsport Ireland calendar of events for either the year previous to this agreement or the year covered by this agreement. Should a club run less than 2 events in the year previous to this agreement a detailed explanation must be enclosed with this agreement. Should two clubs co-promote an event then that will count as half an event for each club.
21. A club may apply to suspend their affiliation for a period of up to two years after which the affiliation can be re-activated providing the club complies with the latest affiliation agreement or terminated by either party.
22. Clubs must at the time of affiliation have a minimum balance of €5,000.00 either in their accounts or available to them by way of guarantees. In the case of clubs applying for stage rallies they must have a minimum balance of €15,000.00 either in their accounts or available to them by way of guarantees.

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