

TRUSTEE UPDATE PROJECT

INFORMATION PACK FOR CLUBS



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WARNING: THIS PACK CONTAINS LEGAL DOCUMENTS. IT IS RECOMMENDED THAT YOU TAKE
LEGAL ADVICE BEFORE ENTERING INTO ANY OF THE DOCUMENTS.

INDEX

Explanatory Memorandum

1. Extract from Official Guide and Code of Trustees
2. Updated Club Constitution
3. Sample Directive of Unit
4. Sample Certificate of Club Secretary
5. Updated Declarations of Trust
 - 5.1. Option 1 – Red Form – no change
 - 5.2. Option 2 – Red Form – partial change
 - 5.3. Option 3 – Red Form – whole change
6. Specimen Deeds of Transfer
 - 6.1. Option 1 – Red Form – no change
 - 6.2. Option 2 – Red Form – partial change
 - 6.3. Option 3 – Red Form – whole change

NOTICE

No responsibility is accepted by Reddy Charlton Solicitors for errors or omissions in this pack. The documents are intended as specimens only and should be amended in every case to suit the particular circumstances prevailing. This edition reflects the law of the Republic of Ireland and Northern Ireland as at June 2017. Where this pack is being used by units in jurisdictions outside of the Republic of Ireland and Northern Ireland then particular care should be taken to ensure compliance with the laws of such jurisdiction.

EXPLANATORY MEMORANDUM

Background

The GAA has established a trust company (“Iontaobhas Corparáideach Chumann Lúthchleas Gael Cuideachta Faoi Theorainn Ráthaíochta”) Corporate Trustee to hold on trust property for various units of the Association. Traditionally, real property of the Association was held by personal trustees and this can prove cumbersome from time to time.

In an effort to streamline how property is held throughout the Association the GAA is providing its units with the option to hold property through the Corporate Trustee.

Optional not Mandatory

This is a facility open to units but is entirely optional. Holding property through the Corporate Trustee does not in any way affect the ownership; the Corporate Trustee is merely holding on trust in the same way as personal trustees do.

The proposed changes have required amendments to the Official Guide, the Club Constitution and the Declaration of Trust. In summary, the texts previously seen in the club constitution and declaration of trust have been moved to the Official Guide.

The Section of the Official Guide dealing with property is Chapter 5 and this has been amended as set out at **Appendix 1**. The Association has prepared a Code of Trustees which sets out the provisions dealing with trustees which had been part of Chapter 5 and contained in the Declaration of Trust. Clause 10 of the Club Constitution which deals with Assets and Trustees is now a brief reference to the relevant sections of Chapter 5 of the Official Guide. This is set out at **Appendix 2**.

What Options are available to Clubs?

1. Option 1 - Clubs may elect to do nothing and to continue to hold club property through personal trustees.
2. Option 2 - Clubs may elect to introduce a partial change in that case property is held by a combination of personal trustees and the corporate trustee.
3. Option 3 - Clubs may elect to have property held only through the corporate trustee.

What are the advantages of changing to Option 3 where property is held only by the Corporate Trustee?

- Individuals are no longer trustees and therefore are not exposed should the club/unit be sued.

- It is a straightforward manner of holding title. Currently, when individual trustees retire or die there can be delays and cost in having them removed from title and the property transferred into the name of incoming trustees. Accordingly over a period of a number of years this can give rise to significant difficulties when dealing with club property. This does not arise in the case of the Corporate Trustee.
- If a personal trustee was to get into financial difficulties, resulting in a judgment being obtained and registered on club property, this can cause complications and delays in any dealings with the property.
- Any dealings with club property will be streamlined without having to have multiple documents executed by a number of different personal trustees.

If our club wants to take advantage of the changes what do we need to do?

- The Executive Committee of the Club determine whether the Corporate Trustee or other persons are appointed trustee.
- The appointment of the Corporate Trustee is approved at a general meeting of the members of the Club. This is documented by way of a resolution of the club (see specimen resolution at **Appendix 3**). This is an internal document retained in club records.
- A certificate of club secretary confirms the nomination of the club executive and resolutions reached. (see specimen certificate at **Appendix 4**). This certificate is conclusive evidence to any third parties such as funders, purchasers or vendors of the determination of the club and the identity of trustees.
- All trustees will complete a declaration of trust. Specimen forms of declarations are attached at **Appendix 5**.
- A Deed of Transfer transferring the property from existing trustees to new trustees requires completion to update the title documents for the club property. Specimen forms of Deeds of Transfer are attached at **Appendix 6**. In the Republic of Ireland, a stamp duty return needs to be filed online by your solicitor and the stamp certificate attached to the deed. The deed will then be registered in the appropriate registry, either Land Registry or Registry of Deeds.

How much will it cost?

- The Association has developed this pack to guide its units on the transfer process. As the documents are specimens only and there are a variety of options open to clubs, it is recommended that you engage with your solicitor to have the correct documents completed. Legal costs will be the responsibility of each unit.

- In the Republic of Ireland, there will be property registration fees of €130.00 assuming the property is held under a Land Registry title. If the title is Registry of Deeds a fee of €50.00 will apply. It is recommended that you also obtain an up to date folio and file plan once the registration has completed which will cost an additional €40.00. Prices quoted are as at June 2017 and subject to further change. See www.prai.ie for further details.

If you are a club or unit situate in Northern Ireland

Please take legal advice from the club's solicitor on completion of the documents as there are particular requirements under Trust law and/or Charity law which may have a bearing on your club. There is no requirement under the laws of Northern Ireland to file a stamp duty return where there is no valuable consideration passing. There are prescribed forms for use with Land Registry transfers in Northern Ireland see <https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/LR%20Form%209%20Transfer%20of%20whole%20Feb%2015.pdf>. For Land Registry fees

If you are a club or unit situate in England and Wales

Due to particular requirements of trusts legislation in England and Wales, there are restrictions on the options available to those units and this is noted in Chapter 5 of the Official Guide. You should take legal advice to ensure documents are completed correctly and in compliance with legislation. The requirements as to stamping and registration of documents should also be checked with your legal adviser.

APPENDIX 1

EXTRACT FROM OFFICIAL GUIDE PLUS CODE OF TRUSTEES

Revised text of Chapter 5 to provide for Code in relation to Association Property

CHAPTER 5 – CONTROL OF ASSOCIATION PROPERTY

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 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 not in conflict with the Aims and Objects of the Association, that may be sanctioned from time to time by the Central Council.
- (b) Ground controlled by the Association units shall not be used or permitted to be used, for Horse Racing, Greyhound Racing, or for Field Games other than those sanctioned by Central Council.

(Notes:

- (1) Central Council shall have the power to authorise the use of Croke Park for games other than those controlled by the Association.
- (2) Central Council shall have the power to authorise the use of Croke Park and other Stadia for games in the Rugby World Cup 2023 or 2027, if this Tournament is staged in Ireland.)

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.

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 or 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 Ráthaíochta (“the Corporate Trustee”) and/or a number of full members as Trustees.

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

Central Council shall adopt a Code in relation to 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.

(c) 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.

(d) 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 and duties.

(e) Penalty

A Unit failing and refusing to comply with the provisions of this Rule or the Code in relation to Trusts of Association Property 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.

CODE IN RELATION TO TRUSTS OF ASSOCIATION PROPERTY

This Code has been adopted by Central Council on [] pursuant to Rule 5.3 of the Official Guide.

1. 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

(i) Club

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

- (a) 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
- (b) 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
- (c) One Trustee being the Corporate Trustee.

For Real Property situate in England and Wales the only available option is (b).

(ii) 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:-
 - a. Three Trustees, one of whom shall be appointed for and on behalf of the relevant 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
 - b. Two Trustees, one of whom shall be appointed for and on behalf of the County Committee, and the other being the

Corporate Trustee shall be appointed on behalf of the relevant Provincial Council and Central Council; or

- c. One Trustee being the Corporate Trustee.
- (b) The Real Property held by the Provincial Council shall be vested as follows:-
 - a. Three Trustees, two of whom shall be appointed for and on behalf of the Provincial Council, one of whom shall be appointed for and on behalf of the Central Council; or
 - b. Three Trustees, two of whom shall be appointed for and on behalf of the Provincial Council, and the other being the Corporate Trustee shall be appointed on behalf of Central Council; or
 - c. 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.

2. Method of selection and appointment of Trustees to Real Property

(a) Club

- (i) 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 paragraph 1(b)(i) and who those persons shall be.
- (ii) A certificate signed by the Secretary of the Club shall, in favour of any person relying on same, be conclusive evidence of the determination of the Executive Committee and the identity of the Trustees.

(b) Administrative Units

- (i) Where a Trustee is to be appointed for and on behalf of an Administrative Unit, the person to be so appointed shall be determined by the relevant Administrative Unit.
- (ii) A certificate signed by the Secretary of the relevant Administrative Unit shall, in favour of any person relying on same, be conclusive evidence of the determination of the relevant Administrative Unit and the identity of the Trustees.

3. Removal of Trustees of Real Property

- (a) 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 this Code.
- (b) In the case of a Club or a County Committee, the majority of the Relevant Officers, may at any time, in their absolute discretion by notice in writing remove any existing Trustee or Trustees (other than the Corporate Trustee) from his/her office as Trustee or Trustees.
- (c) In the case of a Provincial Council, the President of the Association may at any time, in his absolute discretion, by notice in writing remove any existing Trustee (other than the Corporate Trustee) from his/her office as Trustee.
- (d) In the case of a Club, the chairperson of the Relevant Officers shall be the chairperson of the Provincial Council concerned and in the case of the County Committee the chairperson of the Relevant Officers shall be the President of the Association.
- (e) In the event of the equality of votes, the chairperson of the Relevant Officers shall have a casting vote.
- (f) As and from the date of such removal, the Trustee or Trustees, so removed shall cease to hold office as Trustee or Trustees of the property.
- (g) In the case of removal of any such Trustee or Trustees, other than in respect of Real Property held by a Provincial Council, the chairperson of the Relevant Officers, and in the case of a Provincial Council, the President of the Association for the time being, is irrevocably appointed to be his/ her or their lawful attorney and in his/her or their name and on his/her or their behalf to transfer his/her or their right title interest in and to the said lands and premises or any part thereof to any other person or person or corporation and to execute all deeds and documents and do all such things on his/her or their behalf necessary for that purpose. Where the Real Property is situate in Northern Ireland or in England and Wales, the Executive Committee and the continuing trustees shall take such steps as are necessary on foot of the appropriate legislation in the relevant jurisdiction.

4. Power of Trustees

(a) Club

- (i) The Trustees of a Club shall have, subject to the restrictions and limitations hereinafter contained, the Statutory Powers (as appropriate to the relevant legal jurisdiction) and to the extent that they are not comprised within the Statutory Powers, the powers set out in Rule 5.2 of the Official Guide. Trustees of a Club which hold Real Property situate in Northern Ireland

shall have the same powers and be subject to the same obligations as Trustees holding Real Property in the Republic of Ireland including the power of the Corporate Trustee to receive and give a receipt in respect of capital money and for the avoidance of doubt this provision is to be interpreted as expressly conferring those powers and attendant obligations.

- (ii) Those powers are subject to the following restrictions and limitations:-
 - a. Before exercising any power, other than a Permitted Power, the Trustees shall obtain the prior consent in writing of the Central Council and the directive of the Club.
 - b. The power to reinvest contained in the legislation applicable to the relevant jurisdiction shall not apply.
- (iii) Without impacting on the restrictions and limitations as set out above, the Trustees shall:-
 - a. account to and hold the proceeds of sale or leasing for and on behalf of the Club;
 - b. account to the Club for those proceeds; and
 - c. subject to such directives as may be given to them by the club, pay and discharge the proceeds to the Club.
- (iv) The Trustees of the Real Property shall exercise their powers and perform their duties from time to time as directed by the Club and in accordance with this Code.
- (v) The directive of a 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.
- (vi) 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 paragraph, was duly given to the Trustees.
- (vii) Without impacting on the restrictions and limitations as set out above, the Trustees of the Personal Property shall invest and use such property in accordance with the directive of the Executive Committee, of which an entry in the minute book shall be conclusive evidence.

(b) Administrative Units

- (i) Trustees of the Association, Trustees of Central Council, Trustees of a Provincial Council, and Trustees of a County Committee shall have, subject to the restrictions and limitations hereinafter contained, the Statutory

Powers (as appropriate to the relevant legal jurisdiction) and to the extent that they are not comprised within the Statutory Powers, the powers set out in Rule 5.2 of the Official Guide. Trustees of an Administrative Unit which hold Real Property situate in Northern Ireland shall have the same powers and be subject to the same obligations as Trustees holding Real Property in the Republic of Ireland including the power of the Corporate Trustee to receive and give a receipt in respect of capital money and for the avoidance of doubt this provision is to be interpreted as expressly conferring those powers and attendant obligations.

- (ii) The foregoing powers are subject to the following restrictions and limitations:-
 - a. Before exercising any power, other than a Permitted Power, the Trustees shall obtain:-
 - a. the prior consent in writing of the Central Council; and
 - b. in the case of Real Property of a County Committee, the prior consent, in writing, of that County Committee; and
 - c. in the case of a Real Property of a Provincial Council, the prior consent in writing of that Provincial Council.
 - b. The power to reinvest contained in the legislation applicable to the relevant jurisdiction shall not apply.
 - c. Without impacting on the restrictions and limitations as set out above, the Trustees of an Administrative Unit shall:-
 - a. account to and hold the proceeds of sale, licensing or leasing for and on behalf of relevant Administrative Unit
 - b. account to the relevant Administrative Unit for those proceeds; and
 - c. subject to such directives as may be given to them by the relevant Administrative Unit, pay and discharge the proceeds to the relevant Administrative Unit.
- (iii) The Trustees of the Real Property shall exercise their powers and perform their duties from time to time as directed by the relevant Administrative Unit and in accordance with this Code.
- (iv) The directive of an Administrative Unit shall be given by a resolution of the full members of the relevant Administrative Unit, 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 Administrative Unit.

- (v) A Certificate signed by the Secretary of the relevant Administrative Unit shall, in favour of any person relying on same, be conclusive evidence that a Directive, complying in all respect with the provisions of this paragraph, was duly given to the Trustees.
- (vi) Without impacting on the restrictions and limitations as set out above, the Trustees of the Personal Property shall invest and use such property in accordance with the directive of the relevant Administrative Unit, of which an entry in the minute book shall be conclusive evidence.

(c) Consent of Central Council

- (i) Central Council may from time to time adopt or vary procedures for the consideration of applications in connection with and the giving of consent for the purposes of this Code and any matters incidental thereto. Those procedures may include the delegation of some or all of those functions to a committee, officer or employee of the Association.
- (ii) In giving its consent under clause (i) hereof, such consent may be issued subject to such particular or general conditions as Central Council (in its sole discretion) requires.

5. Proceedings of Trustees

- (a) Where the Corporate Trustee is a Trustee, but not the sole Trustee, the chairperson of Trustees shall be such person as is nominated by resolution of the board of the Corporate Trustee to act as its representative at meetings of Trustees. Such a nomination may be for meetings generally of Trustees, for meetings of specific Trustees or for one or more specified meetings. One or more persons may be nominated to act as substitutes or alternates.
- (b) Where the Corporate Trustee is not a Trustee:-
 - (i) in the case of a Club, or County Committee, the chairperson shall be the Trustee nominated by the relevant Provincial Council; or in his/her absence, the Trustee thereof for the time being nominated by the relevant County Committee; and
 - (ii) in the case of a Provincial Council, the chairperson shall be the Trustee nominated by Central Council, or in his/her absence, one of the other trustees as agreed between them.
- (c) The chairperson of the Trustees shall be entitled to a casting vote in the event of a tie.
- (d) Trustee meetings shall be duly summoned by the chairperson and at least five days notice of the time and place of such meeting shall be given and every notice of a meeting shall state the place, day and hour of the meeting.

- The power to enter into a hiring agreement;
- Any of the powers set out in Rules 5.2(b),(e),(f) of the Official Guide exercised in the ordinary course of activity of the Association or the Relevant Unit.
- Any other power (from time to time prescribed as a Permitted Power for the purposes of this Code) by the Management Committee of Central Council subject to such conditions or limitations as may be specified by the Management Committee of Central Council .

“Personal Property”

means the property of a moveable nature, comprising all playing or sporting equipment, as well as all stock in trade and money and Intellectual Property or other assets not classified as fixtures or fittings on Real Property.

“Real Property”

means property of an immoveable nature, comprising any playing pitches, grounds or buildings, whether of leasehold or freehold tenure, with all fixtures or fittings attached thereto and used therewith, including (until otherwise directed by the relevant Unit, the proceeds of sale of such property).

“Relevant Officers”

means:-

- in relation to a Club, the chairperson of the relevant Club, the chairperson of the relevant County Committee and the chairperson of the relevant Provincial Council; and
- in the relation to a County Committee the chairperson of the relevant Provincial Council and the President of the Association; and
- in relation to Provincial Council, the President of the Association.

“Statutory Powers”

means the powers conferred on trustees by the law of the relevant jurisdiction.

“Trustee(s)”

means the Trustees of a Unit or Units as appointed from time to time in accordance with this Code.

APPENDIX 2

UPDATED CLAUSE 10 CLUB CONSTITUTION

The Property of a Club shall be held in accordance with the Official Guide of the Association as promulgated from time to time, the relevant provision of which shall be deemed incorporated into this constitution.

APPENDIX 3

SAMPLE RESOLUTION OF UNIT MEMBERS

The [NAME OF CLUB] (“the Club”)

**MINUTES OF A SPECIAL GENERAL MEETING OF THE MEMBERS OF []
CLUB
HELD AT [ADDRESS] ON [DATE].**

**PRESENT: [REFER TO ATTENDANCE LOG FOR THOSE PRESENT AND THOSE
NOT PRESENT]**

CHAIRMAN: [NAME OF CHAIRMAN]

**[IN ATTENDANCE: [LIST ANY OTHERS (FOR EXAMPLE, PROFESSIONAL
ADVISERS) IN ATTENDANCE]]**

1. Chairman

The Chairman called the meeting to order.

2. Quorum

The Chairman noted that a quorum¹ was present in accordance with the Club’s constitution and declared the meeting open.

3. Notice

The Chairman invited the meeting to treat the Notice of the Meeting as read.²

4. Business of the Meeting

[INSERT SUMMARY OF THE PURPOSE OF THE MEETING]

5. Resolution

IT WAS RESOLVED by the members of the Club as follows:-

- 5.1. [APPOINTMENT OF TRUSTEES – OPTION 1] [INSERT THE FIVE
NAMED TRUSTEES]** were appointed trustees for and on behalf of the Club in
accordance with Clause 1.(b)(i)(a) of the Code of Trustees; **OR**

¹ Twenty percent of full members eligible to vote shall be a quorum.

² Current form of club constitution requires ten days clear notice of a special general meeting

5.2. **[APPOINTMENT OF TRUSTEES – OPTION 2]** **[INSERT THE THREE NAMED TRUSTEES]** and the Corporate Trustee were appointed trustees for and on behalf of the Club in accordance with Clause 1.(b)(i)(b) of the Code of Trustees; **OR**

5.3. **[APPOINTMENT OF TRUSTEES – OPTION 3]** the Corporate Trustee was appointed trustee for and on behalf of the Club in accordance with Clause 1.(b)(i)(c) of the Code of Trustees;

6. Close of Meeting

The Chairman declared the conclusion of the business of the meeting.

I HEREBY CERTIFY the forgoing to be true minutes of the above meeting.

.....
SIGNED CHAIRMAN

Dated [] this [] day of []

APPENDIX 4

SAMPLE CERTIFICATE OF UNIT SECRETARY

SAMPLE CERTIFICATE OF CLUB

I, [] Secretary of [] Club ("the Unit") hereby certify as follows:

1. that I am the Secretary of the Unit;
2. that on the [] day of [] the Executive Committee of the Unit determined that [INSERT NAMES OF TRUSTEES AND/OR CORPORATE TRUSTEE] shall be appointed trustees for and on behalf of the Unit.
3. that on [] day of [] at a special genral meeting of the Unit it was resolved that:
 - 3.1. **[APPOINTMENT OF TRUSTEES – OPTION 1]** [INSERT THE FIVE NAMED TRUSTEES] were appointed trustees for and on behalf of the Unit in accordance with Clause 1.(b)(i)(a) of the Code of Trustees; **OR**
 - 3.2. **[APPOINTMENT OF TRUSTEES – OPTION 2]** [INSERT THE THREE NAMED TRUSTEES] and the Corporate Trustee were appointed trustees for and on behalf of the Unit in accordance with Clause 1.(b)(i)(b) of the Code of Trustees; **OR**
 - 3.3. **[APPOINTMENT OF TRUSTEES – OPTION 3]** the Corporate Trustee was appointed trustee for and on behalf of the Unit in accordance with Clause 1.(b)(i)(c) of the Code of Trustees;

Dated this [] day of [] 20[]

SIGNED:

UNIT SECRETARY

APPENDIX 5

UPDATED DECLARATIONS OF TRUST

OPTION 3 – CODE OF TRUSTEES – CLAUSE 1(b)(i)(c)

CUMANN LÚTHCHLEAS GAEL

DRAFT DECLARATION OF TRUST FOR CLUBS

Reddy Charlton
SOLICITORS

12 FITZWILLIAM PLACE

DUBLIN 2

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DX: 109027 FITZWILLIAM

EMAIL: INFO@REDDYCHARLTON.IE

WEBSITE : WWW.REDDYCHARLTON.IE

[If the property is Land Registry:-]

**THE PROPERTY REGISTRATION AUTHORITY
LAND REGISTRY**

COUNTY []

FOLIO []

[Delete above if property is Registry of Deeds]

This Declaration of Trust is made [] day of [] by

**IONTAOBHAS CORPARÁIDEACH CHUMANN LÚTHCHLEAS GAEL
CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA** having its registered office at
Páirc an Chrócaigh, Dublin 3 (“the Corporate Trustee”) which expression shall include its
successors and assigns, where the context so admits or requires.

NOW THIS DEED WITNESSES AS FOLLOWS

1. Definitions

- 1.1. **“The Official Guide”** means the Official Guide of the Gaelic Athletic Association together with the Code of Trustees referenced at Appendix 2 of same both as amended or replaced from time to time.
- 1.2. **“The Property”** means the property specified in the schedule hereto.

2. Acknowledgement and Declaration of Trust

The Corporate Trustee acknowledges and declares as follows:-

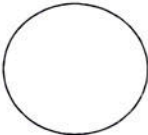
- 2.1. The Corporate Trustee is the legal owner of the Property.
- 2.2. The Property is held by the Corporate Trustee upon Trust for the benefit of **[insert name of club]** (“the Trust”).
- 2.3. The Trust is subject to and governed by the provisions of the Official Guide as amended from time to time.
- 2.4. This Deed shall where appropriate or necessary be deemed to be varied and shall be read and interpreted in such a manner as may be required or necessary to bring it into conformity with the terms of the Declaration of Trust approved by the Central

Council of the Gaelic Athletic Association at any time after the date of this Deed and all such variations and/or amendments shall be deemed to form part of same.

- 2.5. Without limitation, the provisions of the Official Guide as to the restriction and limitation of Trustee's powers, the removal of Trustees, the appointment of new Trustees, appointment of an attorney to act on behalf of removed Trustee, the proceedings of Trustees, dealings with third parties and other relevant provisions of the Official Guide shall govern the Trustees and the Trust and those provisions of the Official Guide be deemed to be incorporated and form part of this deed as if they were set out herein in full

SCHEDULE

[DETAILS OF PROPERTY]

<p>PRESENT when the Common Seal of THE CORPORATE TRUSTEE was affixed hereto and this DEED has been DELIVERED:</p>	<div data-bbox="1157 1064 1305 1198"></div> <div data-bbox="1005 1288 1316 1332"><hr/>Director</div> <div data-bbox="1005 1400 1316 1444"><hr/>Director/Secretary</div>
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OPTION 1 – CODE OF TRUSTEES – CLAUSE 1(b)(i)(a)

CUMANN LÚTHCHLEAS GAEL

DRAFT DECLARATION OF TRUST FOR CLUBS

Reddy Charlton
SOLICITORS

12 FITZWILLIAM PLACE

DUBLIN 2

TEL: 661 9500

FAX: 678 9192

DX: 109027 FITZWILLIAM

EMAIL: INFO@REDDYCHARLTON.IE

WEBSITE : WWW.REDDYCHARLTON.IE

[If the property is Land Registry:-]

**THE PROPERTY REGISTRATION AUTHORITY
LAND REGISTRY**

COUNTY []

FOLIO []

[Delete above if property is Registry of Deeds]

This Declaration of Trust is made [] day of []
Between

1. [] of []; and
2. [] of []; and
3. [] of []; and
- (“the Club Trustees”)
4. [] of [] (“the County Trustee”); and
5. [] of [] (“the Provincial Trustee”); and

hereinafter collectively called “the Trustees” ,which expression shall include the Trustee or Trustees for the time being of these presents, where the context so admits or requires.

NOW THIS DEED WITNESSES AS FOLLOWS

1. Definitions

- 1.1. **“The Official Guide”** means the Official Guide of the Gaelic Athletic Association together with the Code of Trustees referenced at Appendix 2 of same both as amended or replaced from time to time.
- 1.2. **“The Property”** means the property specified in the schedule hereto.

2. Acknowledgement and Declaration of Trust

The Trustees acknowledge and declare as follows:-

- 2.1. The Trustees are the legal owners of the Property.
- 2.2. The Club Trustees have been appointed trustees of the Property for and on behalf of **the [INSERT NAME OF CLUB]** Gaelic Athletic Association.
- 2.3. The County Trustee has been appointed trustee of the Property for and on behalf of the **[INSERT RELEVANT COUNTY]** County Committee of the Gaelic Athletic Association.

- 2.4. The Provincial Trustee has been appointed trustee of the Property for and on behalf of the **[INSERT RELEVANT PROVINCE]** Provincial Committee of the Gaelic Athletic Association.
- 2.5. The Property is held by the Trustees upon Trust for the benefit of **[insert name of club]** (“the Trust”).
- 2.6. The Trust is subject to and governed by the provisions of the Official Guide as amended from time to time.
- 2.7. This Deed shall where appropriate or necessary be deemed to be varied and shall be read and interpreted in such a manner as may be required or necessary to bring it into conformity with the terms of the Declaration of Trust approved by the Central Council of the Gaelic Athletic Association at any time after the date of this Deed and all such variations and/or amendments shall be deemed to form part of same.
- 2.8. Without limitation, the provisions of the Official Guide as to the restriction and limitation of the Trustees’ powers, the removal of Trustees, the appointment of new Trustees, appointment of an attorney to act on behalf of removed Trustee, the proceedings of Trustees, dealings with third parties and other relevant provisions of the Official Guide shall govern the Trustees and the Trust and those provisions of the Official Guide be deemed to be incorporated and form part of this deed as if they were set out herein in full

SCHEDULE

[DETAILS OF PROPERTY]

<p>SIGNED and DELIVERED as a DEED by the said CLUB TRUSTEE in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of []</p>
--	--------------------------------------

<p>SIGNED and DELIVERED as a DEED by the said CLUB TRUSTEE in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of []</p>
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<p>SIGNED and DELIVERED as a DEED by the said CLUB TRUSTEE in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of []</p>
<p>SIGNED and DELIVERED as a DEED by the said COUNTY TRUSTEE in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of []</p>
<p>SIGNED and DELIVERED as a DEED by the said PROVINCIAL TRUSTEE in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of []</p>

OPTION 2 – CODE OF TRUSTEES – CLAUSE 1(b)(i)(b) – NOTE THIS IS THE ONLY
OPTION AVAILABLE FOR REAL PROPERTY HELD BY A CLUB SITUATE IN
ENGLAND AND WALES

CUMANN LÚTHCHLEAS GAEL

DRAFT DECLARATION OF TRUST FOR CLUBS

Reddy Charlton
SOLICITORS

12 FITZWILLIAM PLACE

DUBLIN 2

TEL: 661 9500

FAX: 678 9192

DX: 109027 FITZWILLIAM

EMAIL: INFO@REDDYCHARLTON.IE

[If the property is Land Registry:-]

**THE PROPERTY REGISTRATION AUTHORITY
LAND REGISTRY**

COUNTY []

FOLIO []

[Delete above if property is Registry of Deeds]

This Declaration of Trust is made [] day of []

Between

1. [] of []; and
 2. [] of []; and
 3. [] of []; and
- ("the Club Trustees")

4. **IONTAOBHAS CORPARÁIDEACH CHUMANN LÚTHCHLEAS GAEL CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA** having its registered office at Páirc an Chrócaigh, Dublin 3 ("the Corporate Trustee")

hereinafter collectively called "the Trustees" ,which expression shall include the Trustee or Trustees for the time being of these presents, where the context so admits or requires.

NOW THIS DEED WITNESSES AS FOLLOWS

1. Definitions

1.1. **"The Official Guide"** means the Official Guide of the Gaelic Athletic Association together with the Code of Trustees referenced at Appendix 2 of same both as amended or replaced from time to time.

1.2. **"The Property"** means the property specified in the schedule hereto.

2. Acknowledgement and Declaration of Trust

The Trustees acknowledge and declare as follows:-

2.1. The Trustees are the legal owners of the Property.

- 2.2. The Club Trustees have been appointed trustees of the Property for and on behalf of **the [INSERT NAME OF CLUB]** Gaelic Athletic Association.
- 2.3. The Corporate Trustee has been appointed trustee of the Property for and on behalf of
- 2.3.1. the **[INSERT RELEVANT COUNTY]** County Committee of the Gaelic Athletic Association; and
- 2.3.2. the **[INSERT RELEVANT PROVINCE]** Provincial Committee of the Gaelic Athletic Association.
- 2.4. The Property is held by the Trustees upon Trust for the benefit of **[insert name of club]** (“the Trust”).
- 2.5. The Trust is subject to and governed by the provisions of the Official Guide as amended from time to time.
- 2.6. This Deed shall where appropriate or necessary be deemed to be varied and shall be read and interpreted in such a manner as may be required or necessary to bring it into conformity with the terms of the Declaration of Trust approved by the Central Council of the Gaelic Athletic Association at any time after the date of this Deed and all such variations and/or amendments shall be deemed to form part of same.
- 2.7. Without limitation, the provisions of the Official Guide as to the restriction and limitation of the Trustee’s powers, the removal of Trustees, the appointment of new Trustees, appointment of an attorney to act on behalf of removed Trustee, the proceedings of Trustees, dealings with third parties and other relevant provisions of the Official Guide shall govern the Trustees and the Trust and those provisions of the Official Guide be deemed to be incorporated and form part of this deed as if they were set out herein in full

SCHEDULE

[DETAILS OF PROPERTY]

<p>SIGNED and DELIVERED as a DEED by the said CLUB TRUSTEE in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of []</p>
--	--------------------------------------

<p>SIGNED and DELIVERED as a DEED by the said CLUB TRUSTEE in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of []</p>
--	--------------------------------------

<p>SIGNED and DELIVERED as a DEED by the said CLUB TRUSTEE in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of []</p>
<p>PRESENT when the Common Seal of THE CORPORATE TRUSTEE was affixed hereto and this DEED has been DELIVERED:</p>	<div data-bbox="1157 795 1308 929" data-label="Image"> </div> <p>_____ Director</p> <p>_____ Director/Secretary</p>

APPENDIX 6

**SPECIMEN DEEDS OF TRANSFER UPDATING VESTING OF PROPERTY IN
NEW TRUSTEES**

WARNING: THIS IS A LEGAL DOCUMENT. PLEASE CONSULT YOUR SOLICITOR PRIOR TO COMPLETING THIS DOCUMENT.

[EXISTING TRUSTEES]

TO

[REMAINING TRUSTEES] and [NEW TRUSTEES]¹

DEED OF TRANSFER BETWEEN TRUSTEES²

Reddy Charlton
SOLICITORS

12 FITZWILLIAM PLACE
DUBLIN 2

TEL: 661 9500

FAX: 678 9192

DX: 109027 FITZWILLIAM

EMAIL: INFO@REDDYCHARLTON.IE

WEBSITE : WWW.REDDYCHARLTON.IE

¹ **OPTION 1 – CODE OF TRUSTEES – CLAUSE 1(b)(i)(a)**

² **IT IS ASSUMED THAT THE PROPERTY IS LAND REGISTRY FREEHOLD. IF OTHERWISE ADAPT TO SUIT CIRCUMSTANCES**

**PROPERTY REGISTRATION AUTHORITY
LAND REGISTRY**

COUNTY

FOLIO

Transfer dated the day of

[INSERT ALL EXISTING TRUSTEES NAMES AND ADDRESSES] (“the Transferors”), are the registered owners of all the property described in Folio [] of the register County [] (“the Property”).

In consideration of the Property **THE TRANSFERORS** the registered owners as trustees and by virtue of the powers vested in them by the Land and Conveyancing Law Reform Act 2009³ and all other powers so enabling **HEREBY TRANSFER** the Property to **[INSERT NAMES OF REMAINING TRUSTEES] and [INSERT NAMES OF NEW PERSONAL TRUSTEES]** (“the Transferee(s)) [to be held by the Transferees as joint tenants];

The address of **the Transferee(s)** in the State for service of notices is/are:

[INSERT RELEVANT ADDRESSES FOR THE TRANSFEREES]⁴⁵⁶

IT IS HEREBY CERTIFIED that this instrument is a conveyance on any occasion not being a sale or mortgage.⁷

³ This is relevant legislation in the Republic of Ireland – relevant to those transfers only

⁴ Form of Deed of Transfer must be consistent with Property Registration Authority of Ireland standard forms of transfer as amended from time to time. Please check current forms in use at www.prai.ie.

⁵ Once Deeds have been completed and stamped they should be lodged for registration with the Property Registration Authority. For guidance check www.prai.ie.

⁶ Where property is situate outside of Republic of Ireland check local laws regarding stamping and registration of documents.

⁷ Note obligations to file a stamp duty return with Revenue Commissioners under efilings system www.revenue.ie. For guidance on documents required to file stamp duty return check www.revenue.ie. Stamp duty certificate should be affixed to deed.

EXECUTION BY EXISTING TRUSTEES

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 1] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 1]</p>
<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 2] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 2]</p>

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 3] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [CLUB TRUSTEE 3]</p>
<p>SIGNED and DELIVERED as a DEED by the said [COUNTY TRUSTEE] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [COUNTY TRUSTEE]</p>
<p>SIGNED and DELIVERED as a DEED by the said [PROVINCIAL TRUSTEE] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [PROVINCIAL TRUSTEE]</p>

EXECUTION BY REMAINING TRUSTEES AND NEW TRUSTEES

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 1] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [CLUB TRUSTEE 1]</p>
<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 2] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [CLUB TRUSTEE 2]</p>

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 3] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [CLUB TRUSTEE 3]</p>
<p>SIGNED and DELIVERED as a DEED by the said [COUNTY TRUSTEE] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [COUNTY TRUSTEE]</p>
<p>SIGNED and DELIVERED as a DEED by the said [PROVINCIAL TRUSTEE] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [PROVINCIAL TRUSTEE]</p>

WARNING: THIS IS A LEGAL DOCUMENT. PLEASE CONSULT YOUR SOLICITOR PRIOR TO COMPLETING THIS DOCUMENT.

[EXISTING TRUSTEES]

TO

[REMAINING TRUSTEES] and [NEW TRUSTEES]¹

DEED OF TRANSFER BETWEEN TRUSTEES²

Reddy Charlton
SOLICITORS

12 FITZWILLIAM PLACE

DUBLIN 2

TEL: 661 9500

FAX: 678 9192

DX: 109027 FITZWILLIAM

EMAIL: INFO@REDDYCHARLTON.IE

WEBSITE : WWW.REDDYCHARLTON.IE

¹ **OPTION 2 – CODE OF TRUSTEES – CLAUSE 1(b)(i)(b) - NOTE THIS IS THE ONLY OPTION AVAILABLE FOR REAL PROPERTY HELD BY CLUBS SITUATE IN ENGLAND AND WALES**

² **IT IS ASSUMED THAT THE PROPERTY IS LAND REGISTRY FREEHOLD. IF OTHERWISE ADAPT TO SUIT CIRCUMSTANCES**

**PROPERTY REGISTRATION AUTHORITY
LAND REGISTRY**

COUNTY

FOLIO

Transfer dated the day of

[INSERT ALL EXISTING TRUSTEES NAMES AND ADDRESSES] (“the Transferors”), are the registered owners of all the property described in Folio [] of the register County [] (“the Property”).

In consideration of the Property **THE TRANSFERORS** the registered owners as trustees and by virtue of the powers vested in them by the Land and Conveyancing Law Reform Act 2009³ and all other powers so enabling **HEREBY TRANSFER** the Property to [INSERT NAMES OF REMAINING TRUSTEES] and [INSERT NAMES OF NEW PERSONAL TRUSTEES] and/or [IONTAOBHAS CORPARÁIDEACH CHUMANN LÚTHCHLEAS GAEL CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA] (“the Transferee(s)) [to be held by the Transferees as joint tenants];

The address of **the Transferee(s)** in the State for service of notices is/are:

[INSERT RELEVANT ADDRESSES FOR THE TRANSFEREES]⁴⁵⁶

IT IS HEREBY CERTIFIED that this instrument is a conveyance on any occasion not being a sale or mortgage.⁷

³ This is relevant legislation in the Republic of Ireland – relevant to those transfers only

⁴ Form of Deed of Transfer must be consistent with Property Registration Authority of Ireland standard forms of transfer as amended from time to time. Please check current forms in use at www.prai.ie.

⁵ Once Deeds have been completed and stamped they should be lodged for registration with the Property Registration Authority. For guidance check www.prai.ie.

⁶ Where property is situate outside of Republic of Ireland check local laws regarding stamping and registration of documents.

EXECUTION BY EXISTING TRUSTEES

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 1] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 1]</p>
<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 2] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 2]</p>

⁷ Note obligations to file a stamp duty return with Revenue Commissioners under e-filing system www.revenue.ie. For guidance on documents required to file stamp duty return check www.revenue.ie. Stamp duty certificate should be affixed to deed.

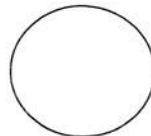
<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 3] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [CLUB TRUSTEE 3]</p>
<p>SIGNED and DELIVERED as a DEED by the said [COUNTY TRUSTEE] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [COUNTY TRUSTEE]</p>
<p>SIGNED and DELIVERED as a DEED by the said [PROVINCIAL TRUSTEE] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____</p> <p>Signature of [PROVINCIAL TRUSTEE]</p>

EXECUTION BY REMAINING TRUSTEES AND NEW TRUSTEES

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 1] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 1]</p>
<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 2] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 2]</p>

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 3] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 3]</p>
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FOR COUNTY AND PROVINCIAL TRUSTEE

<p>PRESENT when the Common Seal of IONTAOBHAS CORPARÁIDEACH CHUMANN LÚTHCHLEAS GAEL CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA was affixed hereto and this DEED has been DELIVERED:</p>	<div style="text-align: center;">  </div> <p>_____ Director</p> <p>_____ Director/Secretary</p>
---	---

WARNING: THIS IS A LEGAL DOCUMENT. PLEASE CONSULT YOUR SOLICITOR PRIOR TO COMPLETING THIS DOCUMENT.

[EXISTING TRUSTEES]

TO

IONTAOBHAS CORPARÁIDEACH CHUMANN LÚTHCHLEAS GAEL
CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA¹

DEED OF TRANSFER BETWEEN TRUSTEES²

Reddy Charlton
SOLICITORS

12 FITZWILLIAM PLACE

DUBLIN 2

TEL: 661 9500

FAX: 678 9192

DX: 109027 FITZWILLIAM

EMAIL: INFO@REDDYCHARLTON.IE

WEBSITE : WWW.REDDYCHARLTON.IE

¹ **OPTION 3 – CODE OF TRUSTEES – CLAUSE 1(b)(i)(c)**

² **IT IS ASSUMED THAT THE PROPERTY IS LAND REGISTRY FREEHOLD. IF OTHERWISE ADAPT TO SUIT CIRCUMSTANCES**

**PROPERTY REGISTRATION AUTHORITY
LAND REGISTRY**

COUNTY

FOLIO

Transfer dated the day of

[INSERT ALL EXISTING TRUSTEES] (“the Transferors”), are the registered owners of all the property described in Folio [] of the register County [] (“the Property”).

In consideration of the Property **THE TRANSFERORS** the registered owners as trustees and by virtue of the powers vested in them by the Land and Conveyancing Law Reform Act 2009³ and all other powers so enabling **HEREBY TRANSFER** the Property to **IONTAOBHAS CORPARÁIDEACH CHUMANN LÚTHCHLEAS GAEL CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA** (“the Transferee”);

The address of **the Transferee** in the State for service of notices is:

Páirc an Chrócaigh, Dublin 3⁴⁵⁶

IT IS HEREBY CERTIFIED that this instrument is a conveyance on any occasion not being a sale or mortgage.⁷

³ This is relevant legislation in the Republic of Ireland – relevant to those transfers only

⁴ Form of Deed of Transfer must be consistent with Property Registration Authority of Ireland standard forms of transfer as amended from time to time. Please check current forms in use at www.prai.ie.

⁵ Once Deeds have been completed and stamped they should be lodged for registration with the Property Registration Authority. For guidance check www.prai.ie.

⁶ Where property is situate outside of Republic of Ireland check local laws regarding stamping and registration of documents.


⁷ Note obligations to file a stamp duty return with Revenue Commissioners under e-filing system www.revenue.ie. For guidance on documents required to file stamp duty return check www.revenue.ie. Stamp duty certificate should be affixed to deed.

EXECUTION BY EXISTING TRUSTEES

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 1] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 1]</p>
<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 2] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 2]</p>

<p>SIGNED and DELIVERED as a DEED by the said [CLUB TRUSTEE 3] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [CLUB TRUSTEE 3]</p>
<p>SIGNED and DELIVERED as a DEED by the said [COUNTY TRUSTEE] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [COUNTY TRUSTEE]</p>
<p>SIGNED and DELIVERED as a DEED by the said [PROVINCIAL TRUSTEE] in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Address: _____ _____</p> <p>Occupation: _____</p>	<p>_____ Signature of [PROVINCIAL TRUSTEE]</p>

EXECUTION BY CORPORATE TRUST

<p>PRESENT when the Common Seal of IONTAOBHAS CORPARÁIDEACH CHUMANN LÚTHCHLEAS GAEL CUIDEACHTA FAOI THEORAINN RÁTHAÍOCHTA was affixed hereto and this DEED has been DELIVERED:</p>	<div data-bbox="1118 342 1270 479"></div> <div data-bbox="1007 568 1318 609"><hr/>Director</div> <div data-bbox="1007 680 1318 721"><hr/>Director/Secretary</div>
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