



National Short Wave Listeners Club Constitution and Rules

23 June 2024 v1.6

1 Name

- 1.1 The name of the Club shall be “The National Short Wave Listener’s Club” which may be abbreviated to NSWLC, and which hereafter shall be referred to as the Club.

2 Objects

The Club’s Objects shall be:

- 2.1 To improve its Members’ knowledge and performance in all aspects of Amateur Radio with a special focus on those who are new to it.
- 2.2 To provide a forum for short wave listeners and aspiring radio amateurs to regularly meet online, and sometimes in person, to develop their amateur radio skills including their technical, operational, and ethical aspects.
- 2.3 To provide online training that helps Members obtain an Irish Amateur Station Licence by passing the compulsory examinations.
- 2.4 To provide online training that helps Members pass Morse Code tests.
- 2.5 To participate in and to support the International Amateur Radio Union (IARU) activities through the Club’s affiliation with the Irish Radio Transmitters Society (IRTS).
- 2.6 To encourage all Club Members to join and to support the IRTS and to participate in its activities to help secure a long-term viability of amateur radio in Ireland.

- 2.7 To represent the Members' shared interests and concerns to the IRTS.
- 2.8 To inform about and to encourage the Club's Members to join a reputable, in-person radio club or society that is affiliated with the IRTS, and which is in a convenient location for the Member.
- 2.9 To engage in in-person group activities, from time to time, to provide further learning opportunities.

3 Executive

- 3.1 The affairs of the club shall be managed by the Officers according to section 10.
- 3.2 The Officers may delegate any of their powers to a Sub-Committee.
- 3.3 Formal meetings outlined in 12 and 13 shall not be a requirement for routine decision making except when demanded by an Officer, or in matters related to:
 - 3.3.1 the holding of a General or a Special Meeting,
 - 3.3.2 sensitive issues concerning an individual's Membership, including any Disciplinary Actions,
 - 3.3.3 any changes to the Club's Constitution including the Rules and Policies.
- 3.4 Formal meetings shall have minutes and those minutes shall be shared with all Club Officers and shall be made available to any current Club Members upon a justified request.
- 3.5 A Quorum of Officers must be present to reach a formal decision during a formal meeting outlined in 3.3. A Quorum shall consist of the lesser of: five, or, half of the number of active Officers rounded down if that number is odd. A formal decision made by the Quorum should be made by consensus if possible. If consensus cannot be reached, a simple vote of the Quorum shall be held while observing the following rules:
 - 3.5.1 each member of the Quorum shall be entitled to one vote, and,
 - 3.5.2 if there are more than three Tutors present in the Quorum, only the votes of the three Tutors who have held their office for the longest period compared to the remaining Tutors who are present in the Quorum shall be counted, and,
 - 3.5.3 in case there is a tie, the Chairperson shall cast one additional tie-breaking vote which does not have to be the same as the first vote of the Chairperson.



4 Financial Year

- 4.1 The Club's Financial Year shall begin on the first day of January in each year, and end on the thirty-first day of December in that year.

5 Non-Profit

- 5.1 The Club shall mainly be funded by grants from appropriate bodies, which shall be applied for only if required.
- 5.2 Funds shall be used to service the Club's Objects including the purchase of necessary services including, but not limited to: videoconferencing, group email, IT and web site hosting, software, insurance, etc.
- 5.3 Surplus funds, however acquired, shall be used solely to deliver the Club's Objects for the benefit of its Members.
- 5.4 To simplify the accounting, any of the Club's fixed assets and intellectual properties may be considered to have been fully depreciated in the year of their acquisition at the discretion of the Club's Officers.
- 5.5 Neither the Club's Officers, nor any other Members, nor any other individuals can be paid a salary, subvention, or any fees by the Club except for expenses outlined in 5.6.
- 5.6 Properly documented expenses accrued entirely for the benefit of the Club in accordance with 5.2 and 5.3 can be reimbursed by the Club to the Officers and to other individuals who have been explicitly requested to accrue them by the Club's Officers.
- 5.7 The Club shall avoid accumulating cash and assets as much as practical, aiming to have an overall value of its current assets as close to nil as possible without negatively affecting its operations and Objects.

6 Admission and Membership

- 6.1 To regularly participate in Club's meetings and activities, including attending online training provided by the Club, a person must join the Club as a Member.
- 6.2 Guests who are not Members of the Club may be allowed to occasionally participate in Club's meeting and activities at the discretion of an Officer.
- 6.3 Any person who is not a holder of an Irish Amateur Radio Station Licence and who is interested in the Objects of the Club may apply for admission to the Membership.
- 6.4 Holders of an Irish Amateur Radio Station Licence may apply for the admission to the Membership providing that they have the necessary skills



and that they express a willingness to act as tutors or to provide administrative support to the Club.

- 6.5 Holders of an Irish Amateur Radio Station Licence who are Members but who are no longer active in a role of: a tutor, an administrative support, or an Officer, shall be deemed to have resigned their Membership.
- 6.6 Newly licensed Members, especially those without access to a functioning, reputable, physical club that is affiliated with the IRTS and which is located in their vicinity, may apply for the admission to the Membership and may continue to renew their Membership without having to provide tutoring or administrative support to the Club for as long as necessary to accommodate their learning needs.
- 6.7 All Members of the Club who gain an Irish Amateur Station Licence during their Membership may continue to renew their Membership without having to provide tutoring or administrative support to the Club for as long as necessary to accommodate their learning needs.
- 6.8 To apply or to renew a Membership the applicant must complete and deliver to an Officer, by email, an application form containing their undertaking to abide by the Constitution and the Rules of the Club and the current regulations as laid down by the Licensing Authority, and to agree to accept the Terms and Conditions of the Club's current online communication service providers¹, and to accept and abide by any other terms and policies further mentioned on the Membership Application Form, including but not limited to the IRTS Child Protection and Anti-Bullying policies.
- 6.9 As the Club is an online organisation, all Members must provide their own, valid email address when applying for and when renewing their Membership, and to notify the Officers with any changes to that address.
- 6.10 All Minor or vulnerable Members of the Club must also provide their age, and the name, address, and the contact details, including an email address, of their parent or their legal guardian, and whose signature must also be present on the Membership Application Form.
- 6.11 Admission to the Membership shall be formally confirmed in an email sent from or on behalf of an Officer upon having received a Membership Application Form outlined in 6.8 and upon the said Officer having approved the application. Except for Memberships of an Officer, no Membership shall be construed to have commenced until this explicit confirmation has been given. The Officer shall have the right to reject any application to the Membership except those from another Officer, without

¹ The Club's communication service providers are subject to change from time to time and the current ones are listed on the Membership Application Form. Members are expected to have to repeatedly accept the terms and conditions, including privacy and data protection policies, of the Club's communication service providers during their membership while using or connecting to Club's services, as may be required by the communication service providers at the time of the first or a subsequent access.



assigning any reason for such a rejection. For the avoidance of doubt, the mere fact of having a Membership Application Form delivered to an Officer does not automatically confer a Membership, except in case of an Officer renewing their Membership as outlined in 6.17.

- 6.12 Membership is free for the current members of the Irish Radio Transmitters Society.
- 6.13 A fee of €30.00 is required from persons who are not current members of the Irish Radio Transmitters Society. This fee is not refundable other than when required by the Irish Law.
- 6.14 All Memberships end on 31st December of the year of the application, except when applied for on or after the 1st of September of the year of the application, in which case the applicant can choose to apply for the Membership ending on the 31st December of the year following the year of application at no additional cost.
- 6.15 Membership can be renewed by completing a new Membership Application Form and upon the payment of the Membership fee, if one is applicable, in accordance with 6.12 and 6.13.
- 6.16 To avoid an unintentional impairment of the Club's Executive, all Officers' Memberships will implicitly renew on the 1st of January unless they have been explicitly renewed as outlined in 6.15. An implicitly renewed Membership of an Officer will expire on the 30th of June, that is 6 months after it has been implicitly renewed. An implicitly renewed Membership can be properly renewed for the remainder of the year by having a Membership Application Form and any fee received by an Officer during the period of the validity of the implicitly renewed Membership.
- 6.17 To avoid the impairment of the Club's Executive, an Officer who is renewing their Membership shall not require the approval of their Membership Application Form by another Officer, and their Membership shall be deemed to have been renewed as soon as the Membership Application Form has been received by another Officer or by any valid email address belonging to the Club, including but not limited to info@swl.ie, subject to the receipt of the Membership fee, if applicable, in line with 6.12 and 6.13.

7 Disciplinary Actions and Process

- 7.1 The Club's Officers, and any Members who are in charge of an online Club meeting, shall have the right to mute the audio, or the video, or both, of an attending Member, and to eject the Member from the meeting in case they deem their behaviour to be sufficiently disruptive or in contravention of the Objects of the Club or the Club's Constitution including its Rules and Policies, and the Code of Conduct outlined in section 9. This disciplinary action will be temporary and shall last only until the end of the meeting, unless the Officers commence Disciplinary Procedures further described in



this section, in which case the Member shall be suspended from participating in all Club activities, including attending Club's training courses, until the completion of the Disciplinary Procedures, or until an earlier time at the discretion of an Officer.

- 7.2 The Officers shall have the right and the power to commence Disciplinary Procedures aimed to suspend a Member from the Club's activities for an indefinite period, or to expel a Member from the Club, or to terminate their Membership, if the Member has acted in a manner inconsistent with the Objects of the Club or the Club's Constitution including its Rules and Policies, and the Code of Conduct outlined in section 9, or in cases of significantly disruptive, or repetitively disruptive behaviour. The Disciplinary Procedure is outlined in this section.
- 7.3 All disciplinary actions will be deemed confidential in the sense outlined in section 15 until the final decision has been made by the Sub-Committee tasked with the Disciplinary Process.
- 7.4 The Disciplinary Process starts when either:
 - 7.4.1 It appears to an Officer that the Member has acted in a manner inconsistent with the Objects of the Club or the Club's Constitution including its Rules and Policies, or in cases of significantly disruptive, or repetitively disruptive behaviour, or,
 - 7.4.2 any person submits written evidence of such acts or behaviour.
- 7.5 To initiate the Disciplinary Process, Officers shall form a temporary Disciplinary Sub-Committee in accordance with section 14.
- 7.6 The Disciplinary Sub-Committee will ask the Member for an initial response and any supporting documentation and any other information as appropriate to the allegation. The purpose of this request is to ascertain if there is a case to answer. If there is considered to be no case to answer, the Member will be notified within 21 days of the receipt of their response.
- 7.7 If after considering the response outlined in 7.6 it is decided that there is a case to answer the Member will be notified by the Disciplinary Sub-Committee within 21 days of the receipt of the initial response. The notification will contain:
 - 7.7.1 sufficient information about the alleged misconduct and its possible consequences to enable the Member to prepare to answer the case at a Disciplinary Meeting;
 - 7.7.2 the date, time, and the online means for the holding of the Disciplinary Meeting, and information about the Member's right to be reasonably accompanied at the meeting; the meeting will be held as soon as possible and no later than 21 days after the date of the notification outlined in 7.7 to allow the Member a to prepare their case.



- 7.8 The Disciplinary Meeting will be attended by three Disciplinary Sub-Committee Members or such other persons that the Officers deem appropriate, at least one of whom have not taken part in the consideration of the Member's response outlined in 7.6.
- 7.9 The Disciplinary Sub-Committee must advise the Member of its decision in writing within 14 days of the Disciplinary Meeting.
- 7.10 The Member shall not have the right of appeal to the decision of the Disciplinary Sub-Committee, nor any further rights to their Membership unless otherwise granted by the Irish Law.

8 Notices and Communication with Members

- 8.1 The Officers will send Club's notices to the Members by means of personal or group standard Internet email to the address provided by the Member in accordance with the requirement outlined in 6.9 by using the Officer's personal email or by using the Club's online communication service providers.
- 8.2 Further to the data protection rights outlined in section 20 each Member grants the Club and its Officers the permission to have all Club communication sent to them by email in accordance with 8.1.
- 8.3 Further to the data protection rights outlined in section 20, each Member must agree to and accept the Terms and Conditions of the online communication service providers that the Club uses to deliver their services to the Member, including but not limited to the Terms and Conditions of the Club's group email service providers and the Club's videoconferencing service providers as listed on the Membership Application Form, see section 6.8 and footnote 1 on page 4. For the avoidance of doubt, the Club shall not admit to the Membership anyone who is unable or unwilling to accept those Terms and Conditions, because being an online Club such non-acceptance would make it impossible to deliver the services outlined in the Objects of the Club in section 2.
- 8.4 An Officer may decide to replace one or all the Club's communication service providers outlined in section 6.8 with different ones. To continue providing Member services the Officer may require each Member to accept the Terms and Conditions of that new provider or amended Terms and Conditions of an existing provider. If a Member does not accept any such new or amended Terms and Conditions they will be deemed to have cancelled their Membership of the Club.
- 8.5 If a Member exercises a data protection right to stop receiving email from the Club, or unsubscribes from Club's group email service, or from the Club's email distribution list, or blocks or fails to accept Club's emails by other means, including but not limited to bouncing Club's emails, or if the Member requests that their data is removed or amended in a manner that



makes it impossible to receive email from the Officers, the Membership of the Member shall be deemed to have been cancelled by the Member.

- 8.6 A Membership that has been cancelled for reasons outlined in sections 8.3–8.5 shall not be reinstated, however, the Member may apply for a new Membership in accordance with section 6.

9 Members' Conduct

- 9.1 Members shall aim to comply with the IARU Code of Conduct.
- 9.2 Members shall refrain from disruptive or vexatious behaviour during all meetings and Club activities.
- 9.3 Matters of a sectarian, religious, or political nature shall be excluded from all discussions at Club meetings and from all Member communications sent using Club's facilities and services. Members shall not display prominent images or other media of such nature during Club meetings and activities nor include or attach such media to their communications.
- 9.4 Members availing of Club's online communication services, including but not limited to videoconferencing, group and individual email, instant messaging, and social media shall maintain a civil and a friendly conduct in all their messages and communications, including any replies and comments on other's messages.
- 9.5 Members' communications shall identify the Member's real first and last name, or their real first name and their valid licence call sign or their valid IRTS short wave listener number.
- 9.6 Members shall not share meeting links or other digital credentials that grant them access to the Club's online communication services with anyone else.
- 9.7 Members agree to be bound by the moderation decisions made by an Officer or by Club's appointed communication service moderators regarding any of the Members' online communications or the Members' ability to access the Club's online communication services. These moderation decisions shall be final. Members agree to waive any rights to dispute moderation decisions except as outlined in section 9 in case such a decision leads to a Disciplinary Procedure.
- 9.8 Members agree to be bound by the decisions of any Member who may be in charge of the Club's online meeting including decisions that may affect their ability to participate in that meeting, as further detailed in section 7.1.
- 9.9 Members' communications sent using the Club's online communication services shall:
- 9.9.1 be friendly and courteous to everyone,



- 9.9.2 not appear to impersonate anyone else,
 - 9.9.3 not be anonymous,
 - 9.9.4 not appear to aim to insult, belittle, patronise, disrupt, provoke, attack, impersonate, or offend others,
 - 9.9.5 not contain bad language or swear words or be otherwise objectionable, or include language that might offend others, or include content that is racist, sexist, sexually explicit, or abusive,
 - 9.9.6 not contain off-topic content or spam, which is also sometimes characterised by repeated postings of content of a broad nature not directly related to the Objects of the Club as outlined in section 2,
 - 9.9.7 not contain statements that can be thought to break the law or condone or encourage unlawful activity, including but not limited to a breach of copyright, defamation and contempt of court,
 - 9.9.8 not describe or encourage activities which could endanger the safety or well-being of others,
 - 9.9.9 not appear to aim to defame or otherwise impair the reputation of the Club.
- 9.10 Members shall familiarise themselves and agree to be bound by the current IRTS Child Protection Policy available from the swl.ie and irts.ie web pages.
 - 9.11 Members shall familiarise themselves and agree to be bound by the current IRTS Anti-Bullying Policy available from the swl.ie and irts.ie web pages.

10 Officers and Elections

- 10.1 A Member of the Club may be elected or be co-opted to the role of an Officer in accordance with the rules outlined in this section.
- 10.2 To be eligible for Election to the office of the Chairperson, the Secretary, the Treasurer/Membership Records Officer, or the Equipment and Assets Officer, the person must have been a Member of the Club for a period of at least 11 consecutive months at any time.
- 10.3 Elections will be carried by means of a simple majority vote by following the voting procedure outlined in 10.4.
- 10.4 Voting shall be carried out by means of a show of hands during an on-line General Meeting attended by the current Members who are in good standing and in observance of the following rules:
 - 10.4.1 all Members intending to vote shall ensure and verify at their own cost that their online videoconferencing software, hardware, and



connectivity is functioning well without requiring the Club to provide any technical support;

- 10.4.2 two scrutinisers shall be selected by any common sense means, randomly or otherwise, from those in attendance at the Meeting, one of whom must be a current Officer and the other should not be an Officer if possible;
- 10.4.3 all those wishing to vote shall ensure that their video and audio is live so that the two scrutinisers can each independently confirm that they see live video and audio from all those intending to vote;
- 10.4.4 those not intending to vote shall turn off their audio and video for the duration of the vote and if the video or audio of a Member is turned off or does not seem to be live or is not visibly live to either of the two scrutinisers it shall be taken to mean that the Member is not intending to vote subject to the provisions of a short technical recess outlined in 10.4.5.
- 10.4.5 if there are any who wish to vote but whose video and audio or video-conferencing software is malfunctioning a short technical recess lasting no more than 5 minutes shall take place, and if following the recess, the audio and video of any who are wishing to vote is still not functioning to the satisfaction of both scrutinisers those persons shall be deemed ineligible to vote;
- 10.4.6 the scrutinisers shall take sufficient temporary screenshots or make other visual recordings of those intending and remaining eligible to vote;
- 10.4.7 a vote by means of a show of hands will take place so that the hands are held up for as long as necessary for the scrutinisers to take further temporary screenshots or recordings;
- 10.4.8 the scrutinisers shall confirm that they are in possession of the screenshots or recordings;
- 10.4.9 the scrutinisers shall commence the count of the raised hands using the temporary recordings in their possession;
- 10.4.10 the scrutinisers shall compare their counts with each other to ensure that both the counts of those deemed eligible to vote and the count of the raised hands match the count made by the other scrutinisher;
- 10.4.11 if the counts match, the result of the vote shall be announced and if the counts do not match, the vote shall be deemed null and void and a new vote on the same matter shall take place in accordance with these rules and regardless of the outcome or the validity of the vote the temporary recordings and screenshots taken by the scrutinisers shall be destroyed immediately or no later than before the end of the Meeting;



- 10.4.12 this process shall be repeated as necessary to elect a person to each single-person office, then once more to elect any number of Tutors in a single vote, then as many times as necessary to vote on any motions duly proposed and seconded at the Meeting.
- 10.5 The Officers of the Club shall include:
- 10.5.1 one Chairperson,
 - 10.5.2 one Secretary,
 - 10.5.3 one Treasurer/Membership Records Officer,
 - 10.5.4 optionally, one Equipment and Assets Officer,
 - 10.5.5 any number of Tutors.
- 10.6 The Chairperson shall be responsible for the day-to-day operation of the Club with the agreed assistance of the other Officers.
- 10.7 The Tutors shall be responsible for the preparation and the delivery of training courses.
- 10.7.1 Optionally, the Chairperson may appoint one of the Tutors to be the Training Coordinator, who would be responsible for the scheduling and managing of the preparation and the delivery of training courses offered by the Club. If no Tutor has been appointed to be the Training Coordinator, the Chairperson shall assume all responsibility for the scheduling and managing of the preparation and the delivery of the Club's training courses.
- 10.8 One person can assume multiple roles and offices, however, except for the office of a Tutor, the Club shall aim to distribute the remaining offices between different individuals, if possible.
- 10.9 If a vacancy should occur from among those referred to in 10.5 the Officers shall have the power to co-opt a Member for the remainder of the Term.
- 10.10 Any Officer who ceases to fulfil their duties without providing an explanation, or who ceases to respond to requests for communication by another Officer shall after one month since having been contacted about this matter be deemed to have vacated their office, and the remaining Officers shall have the power to fill the vacancy in accordance with 10.9.
- 10.11 Upon retirement from any office or appointment or on resignation from the Club, the Officer concerned shall hand over to their successor, or to the Chairperson, all funds, books of account, minute books, usernames, passwords, and other digital assets and access details related to Club's online communication services, software licences, email accounts, trophies, or other Club assets in their possession or under their care.



11 Terms of Office

- 11.1 The Officers shall be Elected at a General Meeting for a term lasting until the date of the subsequent General Meeting, in observance of the Election procedure outlined in section 10.
- 11.2 In observance of 10.1 and in consideration of the lack of a limit on the number of Tutors outlined in 10.5.5, the office of a Tutor shall be normally filled by means of co-opting a suitably qualified Member. For the avoidance of doubt, the office of a Tutor can also be filled by means of an Election.
- 11.3 No person may hold the office of the Chairperson, the Secretary, the Treasurer/Membership Records Officer, or the Equipment and Assets Officer for a count of more than three consecutive terms and the Club will aim for a more frequent replacement of those Officers if possible. For the avoidance of doubt, a person who has held that office for the period of three consecutive terms can be elected to a different office and the count of terms for that new office shall be reset to zero.
- 11.4 If a person has consecutively held without a break of at least one term the offices of the Chairperson, or the Secretary, or the Treasurer/Membership Records Officer, or the Equipment and Assets Officer for the maximum number of terms outlined in section 11.3 that person will be ineligible to be elected to those offices until such a future date when at least one term has passed during which this person has not held any of those offices.

12 General Meeting

- 12.1 An online General Meeting shall take place no later than two years following the preceding General Meeting.
- 12.2 The General Meeting shall use the same videoconference platform that the Club regularly uses for its other meetings and therefore with which the Members may be assumed to be already familiar.
- 12.3 The date of the upcoming General Meeting shall be announced by communication means outlined in section 8 at least 40 days in advance.
- 12.4 Unless another date has been selected in accordance with 12.1 the General Meeting shall be held in January.
- 12.5 The General Meeting shall have the following agenda:
 - 12.5.1 Officers' reports,
 - 12.5.2 Elections of Officers,
 - 12.5.3 Other business.



- 12.6 An attendance of 15 current Members, or 10% of the then current Members, whichever is lesser, will constitute a quorum for a General Meeting.

13 Special Meetings

- 13.1 An online Special Meeting shall be convened by the Secretary when required by an Officer providing that the Officer states to the Secretary the purpose for which the meeting is required.
- 13.2 An online Special Meeting shall be convened by the Secretary not more than 8 weeks after the receipt by the Secretary of a requisition, stating the purpose for which the meeting is required, and signed by at least 15 current Members, or 10% of the then current Members, whichever is lesser, and delivered by email to the Secretary's address or by email to info@swl.ie.
- 13.3 The Special Meeting shall use the same videoconference platform that the Club regularly uses for its other meetings and therefore with which the Members may be assumed to be already familiar.
- 13.4 The agenda of a Special Meeting shall be limited only to the purpose specified in the meeting requisition outlined in 13.1 or 13.2.
- 13.5 If a vote needs to take place during the Special Meeting it will follow the same rules as those that apply to a General Meeting, further outlined in section 10.
- 13.6 An attendance of 15 Members, or 10% of the then current Members, whichever is lesser, will constitute a quorum for a Special Meeting.

14 Sub-Committees

- 14.1 Specific tasks or projects may be delegated by an Officer to a Sub-Committee appointed by the Officers from the Club's entire Membership.
- 14.2 Except for the Sub-Committee outlined in 14.3, all ultimate decisions and actions of a Sub-Committee must be summarised in a Sub-Committee report that must be presented to all the Officers in case there are any Officers who are not members of the Sub-Committee. The report can be made available to a Member upon a justified request subject to Confidentiality provisions outlined in 15.5.
- 14.3 A permanent Training Sub-Committee that includes all Officers shall exist to manage and oversee the preparation and the delivery of Club's training courses. This Sub-Committee shall be chaired by the Chairperson, or by the Tutor appointed to be the Training Coordinator as outlined in 10.7.1. The decisions of this Sub-Committee shall be limited to the matters related to the course contents and the teaching process and logistics. To facilitate efficient decision-making this Sub-Committee will not be required to



provide reports outlined in 14.2. For the avoidance of doubt, this Sub-Committee shall not make any Disciplinary decisions outlined in section 7.

15 Confidential Matters

- 15.1 If and only if absolutely necessary the Club shall maintain confidentiality regarding some matters which will be designated as Confidential Matters.
- 15.2 Confidential Matters may include but are not limited to: commercially competitive documents such as tenders, data protected in contractually binding confidentiality clauses, Membership records, names of individuals involved in complaints or Disciplinary Proceedings outlined in section 9, natures of unproven allegations of wrongdoings, and any information which if it were released to the public it would have a high probability of exposing the Club to unfavourable legal proceedings or that would impede the ability of the Club to defend its Members in a court of law.
- 15.3 No matters will be considered Confidential unless explicitly designated as such by an Officer.
- 15.4 An Officer dealing with a Confidential Matter shall provide a regular report to the other Officers.
- 15.5 If necessary, a report related to a Confidential Matter may be issued to other Members upon a justified request and upon being appropriately redacted to maintain a good balance between confidentiality and transparency.
- 15.6 The Club, its Officers, and its Members shall aim for transparency in all their actions and shall avoid conducting any of the Club's affairs in secrecy from other current Members if possible.

16 Insurance

- 16.1 If and when the IRTS offers a public liability insurance to the IRTS members who are members of the Club, the Club can avail of that offer. The terms and conditions of this insurance shall be managed and provided by the IRTS and not by the Club.
- 16.2 At the discretion of the Officers the Club may also avail of or purchase any other insurance that would be deemed in the Club's interest.

17 Legal Actions

- 17.1 The Club shall sue in the name of the Secretary, or such other Officer as may be determined by the Officers.



18 Alteration of Constitution and Rules

- 18.1 The Constitution and the Rules may only be amended at a General Meeting or at a Special Meeting that has been properly convened by the Secretary for that purpose.

19 Winding up

- 19.1 In case the Club can no longer function for any reasons, including but not limited to the lack or an absence of Officers for a period exceeding one year, the assets of the club shall be passed to the IRTS who, at their discretion, may accept them. In case the IRTS would reject the Club's assets, or if such a transfer were otherwise impossible, the assets of the Club will pass to the state of the Republic of Ireland.

20 Data Protection

- 20.1 Each Member's data belongs to that Member. The Club will not share it with anyone without the Member's request except when it is necessary to do that to provide the Member with Club's services, or to deliver the Club's functions and Objects, including the provision of Club's online communication services using the Member's email address referred to in 6.9, or to validate the status of a Member's membership of the IRTS to establish the eligibility for a free Club membership in accordance with 6.12 and as detailed in 20.2, or to obtain a public liability insurance outlined in 16.
- 20.2 To validate a Member's membership status of the IRTS the Member agrees that their data consisting of their name, call sign or short wave listener (SWL) number, and their email address, will be shared with the IRTS Membership Records Officer. The Member hereby grants the Club the right to request the IRTS to disclose to the Club on the Member's behalf the status of the Member's IRTS membership and to confirm their email address. The Member explicitly grants to the Club the permission for the IRTS to disclose to the Club the following information: if the Member is a current IRTS member in good standing, if the call sign or SWL number provided on the Club Membership Application Form match the IRTS record, and if the Member's email address held on the IRTS record matches the email address provided on the Club's Membership Application Form.
 - 20.2.1 In addition to validating a Member's membership status of the IRTS, the Member's data consisting of their name, call sign or short wave listener (SWL) number, their email address, and their physical address may also be shared with the IRTS to avail of the public liability insurance outlined in 16.1, on an annual basis, or at any other time as requested by the IRTS.

- 20.2.2 For the avoidance of doubt, no other information will be requested or shared between the IRTS and the Club.
- 20.3 Members' data will only be shared with other parties if and only when the Irish Law requires the Club to do so.
- 20.4 As outlined in 8, a Member's data will be used to send to them the Club's notices, training updates, course and exam information, and other information relevant to the Club's activities, including notices about other online events, in-person events, or radio events on the air, and the Member explicitly grants the Club the permission to have any Club email sent to the address they have provided to the Club in accordance with 6.9 and, if applicable, 6.10.
- 20.5 Members agree to be bound by the Data Protection and Privacy Terms of the online communications service providers currently used by the Club including any contractual clauses related to the Member's data protection rights.
- 20.6 Members agree that the Members' data will be stored both in Ireland and in other countries in which data is stored and processed by the Club's communication service providers, including the United States of America and possibly other countries located outside of the European Union, as outlined in the online communication service providers' policies. For the avoidance of doubt, the Club shall limit and aim to cease the use of any online communication services that primarily store or process Member's data outside of Ireland, European Union, or the United States of America.
- 20.7 Member's data that has been shared with the Club's communication service provider may need to be managed by the Member in accordance with the provider's Terms and Conditions, unless it is being managed by an Officer acting upon the Member's authorisation. For the avoidance of doubt, the standard practice of the communication service providers will limit or disallow the Club's Officers to amend or to delete the Member's data from their service. Each Member agrees that the Club is released from their data protection obligations with regards to the data that has been shared in this way and that cannot be directly deleted or amended by an Officer.
- 20.8 Members' data will remain on Club records while the Membership is current.
- 20.9 Member's data will be deleted from the Club's records within one year after a Membership has been terminated or ended due to not being renewed, except for the data that must be kept on Club's record indefinitely to comply with the rules of this Constitution, including rules regarding eligibility to stand for an office as outlined in section 10, and rules related to minutes and meetings referred to in sections 3.4, 12, 13, 14, and any data that must be retained for any period required to comply with the law and to prevent fraud. For the avoidance of doubt, the data that will be retained on record after a Membership has ended will be limited to:



- 20.9.1 The information provided on the latest Membership Application Form provided by the Member: for a period of up to seven years from the date showing on the Application Form, except for the Member's Name, Call sign (if any), and the Date of the first and the last Application to the Membership, which will be retained indefinitely.
- 20.9.2 Except for the date of the Member's first Membership Application Form, as outlined in 20.9.1, the information provided on any previous Membership Application Forms will be deleted upon receiving and approving a newer Membership Application Form.
- 20.9.3 Payment information related to the Membership fees: for a period of up to ten years from the date of the payment to comply with financial regulations.
- 20.9.4 Communication, including emails, instant messages, letters, and contemporaneous notes of voice communications with the Officers: for a period of up to seven years from the date of the communication, except for private messages and personal communications with the Officers not acting in their office.
- 20.9.5 Any data that has been recorded permanently in meeting minutes, meeting records, or meeting notes.

20.10 What Are Club Members' Data Protection Rights?

- 20.10.1 The Club would like to make sure Members are fully aware of all their data protection rights. Every Member is entitled to the following:
 - 20.10.1.1 The right to access: Members have the right to request copies of their personal data from the Club.
 - 20.10.1.2 The right to rectification: Members have the right to request that the Club correct any information Members believe is inaccurate. Members also have the right to request that the Club complete the information the Member believes is incomplete.
 - 20.10.1.3 The right to erasure: Members have the right to request that the Club erase their personal data, under certain conditions and exclusions detailed in section 20.9.
 - 20.10.1.4 The right to restrict processing: Members have the right to request that the Club restrict the processing of their personal data, under certain conditions, including but not limited to the exclusions outlined in section 20.9, and bearing in mind the requirements outlined in sections 6.9 and 8.
 - 20.10.1.5 The right to object to processing: Members have the right to object to the Club's limited processing of their personal data, under certain conditions, including but not limited to the exclusions outlined in section 20.9, and bearing in mind the requirements outlined in 6.9, and 8.



20.10.1.6 The right to data portability: Members have the right to request that the Club transfer the data that the Club has collected to another organization, or directly to the Member, under certain conditions.

20.10.2 If a Member makes a request related to Data Protection, the Club shall aim to respond within 90 days.

20.10.3 If the Member would like to exercise any of these rights, the Member must contact the Club by email. Unless such an email from the Member has been acknowledged by an Officer of the Club within the time frame outlined in 20.10.2, the request shall be deemed not to have been received by the Club. For the avoidance of doubt, Club's Officers will aim to acknowledge such emails as soon as they have been received, and any Member not receiving such an acknowledgement ought to repeat their attempt to contact the Club or one of its Officers. The primary email to use when contacting the Club is:

info@swl.ie

20.11 How to Contact the Office of the Data Protection Commission?

The Office of the Data Protection Commission regulates entities in Ireland. All Members can contact them at:

Data Protection Commission
21 Fitzwilliam Square South
Dublin 2
D02 RD28
Ireland

Web: <https://www.dataprotection.ie/en/contact/how-contact-us>

Email: dpo@dataprotection.ie

