

Archery Ireland Constitution and Rules

**Memorandum  
and  
Articles of Association**

**of the**

**Irish Amateur Archery Association Ltd trading as Archery  
Ireland.**

**and**

**Administrative Rules**

This edition contains all laws and byelaws approved at the Association Annual General Meeting of 2th October 2012 and Extraordinary General Meeting of 24th November 2012. There may be additional byelaws and interpretations after this date as well as amendments to the byelaws which may affect this edition.

Please check the Archery Ireland website ([www.archery.ie](http://www.archery.ie)) for a listing of all new byelaws, byelaw amendments and interpretations which may be in force. This version supersedes all previous versions.

# CHAPTER 1

## ***Memorandum of Association of the Irish Amateur Archery Association Limited***

### **1.1 NAME**

1.1.1 The name of the Association shall be Archery Ireland in English and Boghdóireacht Éireann as Gaeilge and shall be abbreviated AI. Archers representing the Association shall be identified by either of the preceding names.

### **1.2 STATUS**

1.2.1 The Association is registered as the Irish Amateur Archery Association Limited trading as Archery Ireland. The association is a non-profit organization limited by guarantee, no. 094476, and not having a share capital, shall act as the governing body for archery in Ireland and shall abide by the World Archery constitution and rules of shooting.

1.2.2 The registered office of Archery Ireland is Irish Sport HQ, National Sports Campus, Blanchardstown, Dublin 15, Ireland.

### **1.3 OBJECTS**

1.3.1 The primary objects of Archery Ireland, (hereafter the Association), shall be to encourage, promote, develop and control archery throughout Ireland, amongst all sections of the community, in conformity with Olympic principles, World Archery and WCSA rules and the Association shall have the following powers exercisable in furtherance of the said objects but not otherwise:

- a. To develop and implement programs and practices aimed at improving access and equity in all areas of participation and administration by providing for the holding of courses for the instruction and teaching of archery to teachers, coaches, instructors, archers and any other persons, and for the holding of meetings, lectures and classes calculated directly or indirectly to further the objects of the Association.
- b. To promote and organize or assist in promoting and organizing the holding of archery meetings, championships, competitions, demonstrations and events, to select competitors to represent the Association and Ireland and to enter into any agreements and to make any arrangements which may be necessary or convenient in connection therewith or with any of the objects of the Association and to do all or any of the above things either alone or in conjunction with any other person or persons or any other body.
- c. To lay down and enforce rules and regulations covering all aspects of archery as prescribed in its Rules and Byelaws, hereinafter called "National Rules", to improve the management of archery meetings by the establishment of uniform regulations, to define the status and prescribe the conduct of archery, and to deal repressively with any abuses in archery.
- d. To promote a drug free sport by enforcing an Anti-doping Policy in conformity with the Irish Anti-Doping Rules published by the Irish Sports Council, the Sports Council for Northern Ireland and by WADA, as amended from time to time.
- e. To promote a safe sport by applying Garda Vetting to all members over the age of eighteen (18) and in exceptional circumstances to junior coaches, officers and officials over the age of sixteen (16).

- f. To apply, promote and enforce the Code of Ethics and Good Practice for Children's Sport published by the Irish Sports Council and the Sports Council for Northern Ireland in 2000, and as amended from time to time, in the endeavour to provide a positive environment for all archers.
- g. To unite all Irish FITA Archery Clubs and assist in the formation of new clubs in schools, colleges and in the wider community.
- h. To set up and maintain a single judging and single coaching structure in Ireland in association with Coaching Ireland.
- i. To arrange Irish National Championships and maintain a calendar of events.
- j. To maintain records of scores for official purposes as may be required.
- k. To maintain a register of Irish archers.
- l. To select and control and manage Irish teams competing in International Tournaments.
- m. To encourage and maintain high standards of sportsmanship in archery.
- n. To publish information of the Association.
- o. To arrange demonstrations and exhibitions related to archery and other related subjects of interest to members as required.
- p. To seek, accept and collect grants, subscriptions and donations and generally to manage, invest and expand all monies and property belonging to the Association.
- q. To give prizes, medals and other awards and to accept and to receive gifts or property of any description for or towards all or any of the objects of the Association.
- r. To maintain books of accounts and records of financial transactions as may be deemed necessary and ensure that these are audited annually.
- s. To liaise with bodies such as the Irish Sports Council, the Sports Council for Northern Ireland, the Olympic Council of Ireland, the Paralympic Council of Ireland and World Archery as may be thought desirable.
- t. To manufacture, purchase and sell items related to the sport of archery in Ireland.
- u. To acquire in any manner, (including acquisition by purchase out of the funds of the Association), and hold any lands, buildings and hereditaments and any rights easements, or interest therein or thereover, and any chattels or other moveable property which may be desirable to hold as investments with a view to provision out of rents and profits thereof of funds applicable for the maintenance or preservation of any part of the Association's property or for any particular purpose of the Association or for its general purposes.
- v. To do all such other lawful things as are incidental or conducive to the attainment of the objects of the Association.

## 1.4 Liability

1.4.1 The Liability of the members is limited.

1.4.2 Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding €2.

1.4.3 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

1.4.4 The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association. Provided that nothing herein shall prevent any payment in good faith by the Association of reasonable and proper remuneration to any member, officer or servant of the Association for any services rendered to the Association.

1.4.5 We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

1.4.6 Names, addresses and descriptions of subscribers:

Rohan O'Duill  
Little Newtown Cottage  
Enniskerry  
Co. Wicklow

Keith Colton  
12 Hazel Lawn  
Blanchardstown  
Dublin 15

Aine McMahon  
Finglas  
Dublin

## **CHAPTER 2**

### ***Articles of Association of the Irish Amateur Archery Association Limited.***

#### **2.1 DEFINITIONS**

2.1.1 In these Articles of Association the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

“Act” means the Companies Acts 1963 to 2006 and every Statutory modification, amendment or re-enactment thereof from the time being in force (including but with prejudice to the generality of the foregoing the Companies Amendments Acts 1977 and 1982, Regulation 9 of the European communities (Single Member Private Limited Companies) Regulations 1994 and Companies Regulations 2002);

“Affiliation Fee” means the affiliation fee payable by Affiliate Clubs and Associate Clubs in accordance with Article 2.3.15.1;

“AGM” means the Annual General Meeting of the Association;

“Annual Subscription” means the annual subscription fee payable by Individual Members in accordance with Article 2.3.15.1;

“Associate Club” means the class of membership set out in Articles 2.3.3.1-8;

“Association” means the Irish Amateur Archery Association Limited;

“CAS” means the Court of Arbitration for Sport;

“Code of Ethics” means the joint Code of Ethics and Good Practice for Children’s Sport published by the Irish Sports Council and the Sports Council for Northern Ireland in 2000 and as amended from time to time;

“Committee” means the members for the time being of the Committee hereby constituted or Members of the Committee present at the meeting of the Committee who for the purposes of the Acts shall be the Directors of the Association and shall be any persons occupying the positions of Directors or whosoever name called;

“Competition” means tournaments, championships, competitions and other competitive events under the jurisdiction of the Association;

“Constitution” means the Memorandum and Articles of Association of the Irish Amateur Archery Association Limited;

“Director” means a person elected to the position of President, Secretary or Treasurer in accordance with the Articles, Laws and Byelaws of the Association;

“Disciplinary Committee” means the disciplinary committee as selected from the Disciplinary Panel by the chairman of the Disciplinary Panel in accordance with Articles 2.8.;

“Disciplinary Panel” means a panel of persons, preferably with a legal background or with a sporting background, who need not be members of the NEC or the Association, from which the Disciplinary Committee will be selected;

“Elector” means a person who is entitled to vote at General Meetings of the Association;

“Full Committee” means National Committee of the Association or Full Committee including all officers elected or appointed to office;

“Full Member” means the class of membership set out in Articles 2.3.5.1-3;

“In writing” and “written” includes typewriting, printing, fax, email or SMS and all other modes of representing or reproducing words in visible form;

“Laws and Byelaws” means the Rules of the Association;

“Meeting” means AGMs and special meetings of the Association;

“Member” means a person who pays the appropriate fee to join the Association, including persons appointed as Honorary Members of the Association;

“Month” means calendar month;

“National Championship” means the annual National Championship in which every Full Club and Associate Club is allowed to participate subject to Article 2.3.1.7;

“NC” means National Committee of the Association or Full Committee including all officers elected or appointed to office;

“NEC” means the National Executive Committee of the Association as appointed under these Articles;

“Officer” means officer of the Association;

“Rules” means the rules of Association as drafted and as adapted by the Association;

“Seal” means the Common Seal of the Association;

## **2.2 INTERPRETATION**

Save and to the extent that the context or express provisions of these Articles of Association otherwise require:

2.2.1 Any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders;

2.2.2 Words which have special meaning assigned to them in the Act have the same meaning in these presents;

2.2.3 The headings used in these Articles of Association, Rules and Byelaws are included for convenience only and shall not be used in construing or interpreting these Articles, Rules and Byelaws;

2.2.4 Reference to any party shall include, where the context permits, a reference to its legal successors and permitted assignees;

## **2.3 MEMBERSHIP**

### **2.3.1 STANDARDS OF ELIGIBILITY FOR MEMBERSHIP**

2.3.1.1 For the purpose of Registration, the number of members of the Association is declared to be unlimited.

2.3.1.2 Any Archery Club or similar organization, properly constituted, shall be eligible for affiliation to the Association.

2.3.1.3 The subscribers to the Memorandum of Association and such other persons as the NEC shall admit to membership shall be members of the Association.

2.3.1.4 Membership of the Association shall be personal to the member and shall not be transferable by act of the member, on the death of the member or by operation of law.

2.3.1.5 The Association may affiliate with any organization having objectives and purposes similar to that of the Association to further the interests of archery in Ireland.

2.3.1.6 Affiliation to the Association is on a voluntary basis and accepting membership is an indication that the member, Individual or Club, agree and accept to abide by the Rules of Archery Ireland, The Irish Sports Council, The Sports Council for Northern Ireland, World Archery, The Olympic Council of Ireland, The Paralympic Council of Ireland and The World Anti-Doping Agency (WADA).

2.3.1.7 An Archer who is a member of the Association, is an Irish citizen, or born on the Island of Ireland and a member of the Association, or a Non-National resident in Ireland for the preceding twelve (12) months and a member of the Association may be the holder of the National Championships; this includes students or members of the Armed Forces, whose permanent home address is in Ireland, whilst studying or stationed outside Ireland, as well as anyone whose permanent residential address is in Ireland.

2.3.1.8 Membership shall be open to all individuals who wish to take part in competitive and non-competitive activities and to non-shooting individuals who wish to support club activities as Associate or Non-shooting members.

2.3.1.9 Persons wishing to become members shall complete an application form in full, which shall be endorsed by a club member other than the applicant and the club secretary and submit it together with the appropriate subscription fee to the Membership Secretary of the Association. Where the person

wishing to become a member is under the age of eighteen (18) years, such completed application shall be endorsed by the individual's parent or legal guardian and shall include full contact details for the aforementioned responsible adult.

2.3.1.10 Where persons wishing to become members of the Association are required to undertake Garda Vetting, acceptance to membership shall be conditional on full compliance with vetting procedures.

2.3.1.11 The NEC may decline an application for membership, pursuant to the full terms and conditions of the constitution of the Association, in which case the fee paid shall be Archery Ireland Constitution and Rules returned. The decision to decline membership may be appealed under Article 2.3.13.8.

2.3.1.12 If an individual (other than an Honorary Member) shall fail to pay any subscription due from him on or before the 1<sup>st</sup> day of February in any year whether the same shall have been demanded or not, such individual shall cease to be a member of the Association with regard to a period of continuous membership provided however that the NEC may make such provision with regard to suspension of subscription in the case of members who are temporarily absent from the Association.

2.3.1.13 There shall be nine (9) classes of membership available. These shall be:

- a. Affiliate Club, subject to the eligibility criteria of Articles 2.3.2.1-16.
- b. Associate Club, subject to the eligibility criteria of Articles 2.3.3.1-8.
- c. Honorary Member, subject to the eligibility criteria of Articles 2.3.4.1-6.
- d. Ordinary Full Member, subject to the eligibility criteria of Articles 2.3.5.1-3, and Articles 2.3.6.1-3 or Articles 2.3.7.1-3.
- e. Junior Member, subject to the eligibility criteria of Articles 2.3.8.1-2 and Articles 2.3.6.1-3 or Articles 2.3.7.1-3.
- f. Cadet Member, subject to the eligibility criteria of Articles 2.3.9.1-3 and Articles 2.3.7.1-3.
- g. Associate Member, subject to the eligibility criteria of Articles 2.3.10.1-5.
- h. Non-shooting Member, subject to the eligibility criteria of Articles 2.3.11.1-2.
- i. Temporary Member, subject to the eligibility criteria of Articles 2.3.12.1-4.

## **2.3.2 AFFILIATE CLUBS**

2.3.2.1 Any Archery Club or similar organization properly constituted shall be eligible for full affiliation to the Association as an Affiliated Club.

2.3.2.2 Clubs that wish to affiliate to the Association and become Affiliate Member Clubs shall complete and submit an Affiliate Club Membership affiliation form to the Membership Secretary of the Association.

2.3.2.3 A Club seeking membership shall intend to be an active member of the Association, participate in Association events and have as its core aims the objects of the Association.

2.3.2.4 The Constitution of the Club seeking membership shall be in agreement with the Constitution of the Association and shall be submitted to the Membership Secretary with the Club's application for membership.



2.3.2.5 In signing the application for membership the officers of the Club affirm that they are aware of the obligations that are involved, particularly as they apply to vetting, safety, conduct and working with young children and vulnerable adults in sport, and declare that they have read, understood, accept and agree to abide by and run the club in accordance with the content and guidelines contained in the Association policy document titled 'Code of Conduct for Children's Sport'.

2.3.2.6 Clubs seeking membership agree to abide by all Rules and Byelaws of the Association.

2.3.2.7 A Club seeking membership shall submit details of the type of archery it organizes, whether field, target or other, the type of membership, whether senior and/or junior and/or cadet, and the type of bows used, recurve, compound, crossbow or other. If crossbows are used then the licence details of same shall be submitted.

2.3.2.8 On first seeking Affiliate Club membership the Club shall be proposed by two existing Affiliated Clubs of the Association in good standing with the Association at that time.

2.3.2.9 The proposed training and practice grounds of Clubs seeking membership shall meet the minimum requirements for safe archery. Details of all venues shall be submitted. These grounds may be inspected to ensure acceptance for insurance purposes.

2.3.2.10 A club seeking Affiliate Club membership shall have a minimum of five members. All such members shall meet the minimum requirements of individual membership of the Association, that is that each shall have completed a recognized Beginner's Course.

2.3.2.11 A club seeking Affiliate membership shall have a club instructor who has, at minimum, successfully completed the Association's 'Introduction to Coaching' course or an Association recognized equivalent.

2.3.2.12 Initially a new Affiliate Club shall be given provisional membership of the Association for a period of six (6) months during which time the normal fees shall be waived. During this period the Club must demonstrate its partition in the Association, which can be demonstrated by organizing a community archery event, an official shoot or by at least three (3) archers attending two (2) of the shoots on the current Association's Calendar in that period. Following this period the club shall be eligible for full Affiliated Club Membership on the payment of the required fee.

2.3.2.13 Affiliate Clubs shall hold an AGM within each calendar year. Within two (2) weeks of an AGM or EGM of each Affiliate Club, a note certified by the Chairperson and Secretary of that club must issue to the NEC and contain the following; with regards to AGMs: the date and time the AGM was convened; that the AGM was held in a suitable public venue and not a private residence; the names, designation and contact details of each of the Officers of the Club. With regard to EGMs: the date and time that the EGM was convened; the sole purpose of the EGM; that the EGM was held in a suitable public venue and not a private residence; where the EGM was called to effect a change to the Officer Board of the Club, the names, designation and contact details of each of the new members.

2.3.2.14 Affiliate Clubs must supply the NEC with a copy of their rule book and also inform them of any changes made to the rules four (4) weeks before the rule comes into force.

2.3.2.15 Affiliate Clubs must have in place properly trained and accredited Children's Officers, Designated Officers and Line Managers for Garda Vetting.

2.3.2.16 Any Club that is refused Affiliate Club membership shall have a right of appeal to the NEC, whose decision shall be final and binding on the applicants subject to Article 2.8.5.1.

### **2.3.3 ASSOCIATE CLUBS**

2.3.3.1 Any Archery Club or similar organization properly constituted shall be eligible for affiliation to the Association as an Associate Club.

2.3.3.2 There shall be an affiliation fee for Associate Club membership of the Association and this shall be payable annually to the Membership Secretary of the Association.

2.3.3.3 An application for Associate Club membership shall include the completed Associate Club membership form, the Annual Subscription fee and a formal undertaking to observe and abide by the Constitution and Rules and Byelaws of the Association.

2.3.3.4 The Constitution of the Club seeking membership shall be in agreement with the Constitution of the Association and shall be submitted to the Membership Secretary with the Club's application for membership.

2.3.3.5 In signing the application for membership the officers of the Club affirm that they are aware of the obligations that are involved, particularly as they apply to safety, conduct and working with young children and vulnerable adults in sport, and declare that they have read, understood, accept and agree to abide by and run the club in accordance with the content and guidelines contained in the Association policy document titled 'Code of Conduct for Children's Sport'.

2.3.3.6 A Club seeking membership shall submit details of the types of archery it organizes, whether field, target or other, the type of membership, whether Senior and/or Junior and/or Cadet and the types of bow used, recurve, compound, crossbow or other. If crossbows are used then the licence details of same shall be submitted.

2.3.3.7 On first seeking Associate Club membership the Club shall be proposed by two existing Affiliated Clubs of the Association in good standing with the Association at that time.

2.3.3.8 Any Club that is refused Associate Club membership shall have a right of appeal to the NEC, whose decision shall be final and binding on the applicants subject to Article 2.8.5.1.

### **2.3.4 HONORARY MEMBERS**

2.3.4.1 There shall not be more than twenty (20) Honorary Members of the Association at any one time.

2.3.4.2 A person whom the Association may wish to honour for distinguished service in the cause of Archery may be elected at the General Meeting of the Association as an Honorary Member or, for a specially distinguished service, as an Honorary Vice-President for Life, subject to the conditions of Articles 2.3.1.4,6,9 and 10.

2.3.4.3 The NC may elect Honorary Members of the Association, subject to the conditions of Articles 2.3.1.4,6,9 and 10.

2.3.4.4 An Honorary Member may be elected for life or until he resigns, retires or is moved as hereinafter provided.

2.3.4.5 An Honorary Member shall not be liable for any entrance fee nor for any annual subscription.

2.3.4.6 An Honorary Member shall enjoy all the privileges of membership including the right to vote at meetings and to propose candidates for membership or office from the 1<sup>st</sup> day of January in the year in which he turns nineteen (19).

## **2.3.5 ORDINARY FULL MEMBERS**

2.3.5.1 Any person interested in the sport of Archery, from the 1<sup>st</sup> day of January in the year in which he turns nineteen (19) shall be eligible to apply for admittance as an Ordinary Full Member of the Association provided that he is a recognized member of an Affiliate Club. Such a member will be classed as a Senior Archer in accordance with the current FITA age definition. From the 1<sup>st</sup> day of January in the year in which he turns fifty one (51) an archer shall be recognized as a Master Archer in accordance with the current FITA age definition.

2.3.5.2 Ordinary Full Members shall enjoy all the privileges of membership including the right to vote at meetings and to propose candidates for membership or office. Such members shall be the electors of the Association.

2.3.5.3 Applicants for membership shall be required to sign to agree to conform to the Constitution, Rules and Byelaws of the Association.

## **2.3.6 STUDENT ARCHERS**

2.3.6.1 Any person interested in the sport of archery, undertaking a full or part-time course in any Institute, College or University in Ireland, shall be eligible to apply for a reduction in the admittance as a Senior or Junior Member of that College or University, whether it be constituted as an Affiliate or an Associate Club.

2.3.6.2 Membership forms for Student Archers wishing to avail of the reduction in admittance must bear the official stamp of the Institute, College or University in which the archer is enrolled.

2.3.6.3 Where the Student Archer is under the age of eighteen (18) the membership application form shall be endorsed by the Children's Officer of the Club.

2.3.6.4 A Student Archer who is eighteen (18) on the 1<sup>st</sup> day of January of the current year of membership shall enjoy all the privileges of membership including the right to vote at meetings and to propose candidates for membership or office.

## **2.3.7 SCHOOL ARCHERS**

2.3.7.1 Any person interested in the sport of Archery, undertaking full or part-time education in any school in Ireland, shall be eligible to apply for a reduction in the admittance fee as a Senior, Junior or Cadet member of that institution, whether it be constituted as an Affiliate or Associate Club.

2.3.7.2 Membership forms for school archers wishing to avail of the reduction in admittance must bear the official stamp of the school and be endorsed by the Principal, or Deputy Principal Teacher of the school.

2.3.7.3 Any such archer who is eighteen (18) on the 1<sup>st</sup> day of January of the current year of membership shall enjoy all the privileges of membership including the right to vote at meetings and to propose candidates for membership or office.

## **2.3.8 JUNIOR MEMBERS**

2.3.8.1 Any person interested in the sport of Archery shall be eligible to apply for admittance as a Junior Member of the Association subject to Article 2.3.8.2.

2.3.8.2 A Junior is an archer from the 1<sup>st</sup> day of January of the year in which he turns seventeen (17) until the 31<sup>st</sup> day of December in the year in which he turns twenty (20) in accordance with the current World Archery age definition.

### **2.3.9 CADET MEMBERS**

2.3.9.1 Any person interested in the sport of Archery shall be eligible to apply for admittance as a Cadet Member of the Association subject to Article 2.3.9.3.

2.3.9.2 The minimum age requirement for membership shall be particular to the Club.

2.3.9.3 An archer is a Cadet until the 31<sup>st</sup> day of December of the year in which he turns seventeen (17) in accordance with the current FITA age definition.

### **2.3.10 ASSOCIATE MEMBERS**

2.3.10.1 Any person interested in the sport of Archery shall be eligible to apply for admittance as an Associate Member of an Associate Club.

2.3.10.2 Associate Members shall not be electors of the Association.

2.3.10.3 Associate Members may only avail of the insurance cover of the Association during calendared competitions to which the Associate Members have paid entry fees. Associate Members are not insured under the policy of the Association to train, practice, coach or otherwise partake in the sport of archery outside these provisions.

2.3.10.4 Associate Members are not eligible to hold the title of National Champion or for selection to represent Ireland or for selection to train with the National squads.

2.3.10.5 Where an Associate member is a Cadet or Junior Archer, or school or student archer Article 2.3.1.9, relating to parental or guardian consent, shall apply.

### **2.3.11 NON-SHOOTING MEMBERS**

2.3.11.1 Any person interested in promoting or supporting the sport of archery shall be eligible to apply for admittance as a Non-Shooting Member of any Affiliate Club.

2.3.11.2 Non-Shooting Members who are eighteen (18) on the 1<sup>st</sup> day of January of the current year of membership shall enjoy all the privileges of membership including the right to vote at meetings and to propose candidates for membership or office.

### **2.3.12 TEMPORARY MEMBERS**

2.3.12.1 Temporary membership of the Association shall be afforded to individuals duly enrolled on recognised 'Beginner Courses'.

2.3.12.2 Temporary Members shall not be electors of the Association.

2.3.12.3 The duration of Temporary Membership shall not exceed ten (10) weeks.

2.3.12.4 Temporary Members may not take part in calendared competitions, or practice or train outside the Club to which they are enrolled on 'Beginner Courses'.

### **2.3.13 RESIGNATION, RETIREMENT, WITHDRAWAL, SUSPENSION AND EXPULSION FROM MEMBERSHIP OF THE ASSOCIATION**

2.3.13.1 Membership shall automatically cease in the event that a member fails to pay any Annual Subscription, for which the member becomes liable whilst a member within the period within such payment must be made, as laid down by the NEC. Annual Subscriptions should be paid before the 1<sup>st</sup> January of each year.

2.3.13.2 Any member may retire, resign or withdraw from the Association by giving notice in writing to the Membership Secretary and on paying with such notice any subscription, levy or the payment due for the current year, which is unpaid at the date of such notice and any such member shall be deemed to have ceased to be a member from the date of giving such notice. In no case shall any member be entitled to the repayment of any subscription actually paid, whether paid for the current year or for year or years in advance.

2.3.13.3 Any member may be expelled from membership of the Association by a resolution of the NC passed by a majority of not less than three quarters of those present when voting at a Special Meeting of which not less than twenty one (21) days notice specifying the intention to propose such resolution on the grounds there, shall have been sent to the member concerned as well as to all the electors of the Association and shall have been given the opportunity to be heard.

2.3.13.4 Persons found by the NEC to be in contempt of the Constitution of the Association shall be suspended forthwith from membership of the Association. The Association decision shall be final subject to Article 2.3.13.8.

2.3.13.5 Persons found by the Association to be in contempt of the eligibility code set out in the World Archery Rules and Constitution shall be suspended forthwith from membership of the Association. The Association decision shall be final subject to Article 2.3.13.8. Notice of this suspension will be forwarded to the World Archery Council and President of World Archery for their information

2.3.13.6 If, in the opinion of the NC, any member shall be guilty of conduct, which make it undesirable for such a member to remain a member of the Association, the NEC may, after affording a reasonable opportunity of a hearing expel such member from membership. The Association decision shall be final subject to Article 2.3.13.8.

2.3.13.7 The NEC shall have the power at any time to suspend any member from admission to the premises of the Association and from the enjoyment of the facilities of the Association for a stated period.

2.3.13.8 Any person that is suspended or refused membership as a Member shall have a right of appeal against the resolution of the NEC under these Articles within twenty one (21) days of the notice in writing advising him of the resolution. Such appeal shall be by notice in writing addressed to the Honorary Secretary at the registered office of the Association and shall state the grounds of appeal. The Honorary Secretary shall convene an Extraordinary General Meeting of the Association for the purpose of considering the appeal. A simple majority of those present and voting at the Extraordinary General Meeting shall decide whether the resolution of the NEC shall be either confirmed or quashed.

2.3.13.9 A member who leaves the Association for any reason must return all perpetual trophies and property belonging to the Association.

## **2.3.14 OBLIGATIONS OF MEMBERSHIP**

2.3.14.1 Persons wishing to become members shall be required to make a formal undertaking to observe and abide by and comply with the Constitution of the Association.

2.3.14.2 It is deemed that all persons elected to membership shall have agreed to abide by the Rules and Byelaws of the Association.

2.3.14.3 No person may train, or compete or officiate at any tournament organized as an Association event, unless they are accredited members of the Association or are members of a properly affiliated World Archery organization.

2.3.14.4 Persons competing, officiating or having access to the official tournament area, other than areas of general public access, must be in accord with the provisions of the eligibility code laid down by Archery Ireland, the Olympic Council of Ireland, the Paralympic Council of Ireland and the International Olympic Committee.

2.3.14.5 Competitors must comply with all World Archery rules and regulations relating to doping and doping control, (Article 2.3.1 World Archery Rules, Book 1) and submit if required to anti-doping testing conducted under the auspices of the National Anti-Doping Programme.

## **2.3.15 ENTRANCE FEE AND SUBSCRIPTIONS**

2.3.15.1 The amounts of entrance fees and annual subscriptions shall be decided by vote at the AGM of the Association on the recommendation of the NEC of the preceding year. In the event of the said committee recommendation being defeated, the entrance fees and annual subscriptions shall remain as in the previous year.

2.3.15.2 Any person who is admitted to membership of the Association at a meeting of the NEC held after the 1<sup>st</sup> day of June in any year and prior to the 1<sup>st</sup> day of October in the same year shall be liable only to pay half the annual subscription for the year.

2.3.15.3 Any person who is admitted to membership of the Association at a meeting of the NEC held after the 1<sup>st</sup> day of October shall be liable only to pay the annual subscription for the succeeding year.

2.3.15.4 Annual subscriptions shall become due on the 1<sup>st</sup> day of January each year but may be payable from the date of the previous AGM at which they were set.

2.3.15.5 No member shall be entitled to exercise any right or privilege of membership until his subscription shall have been paid.

## **2.4 MANAGEMENT OF THE ASSOCIATION**

### **2.4.1 THE NATIONAL EXECUTIVE COMMITTEE**

2.4.1.1 The day to day management of the Association affairs shall be under the control of the NEC to be administered in accordance with this Constitution.

2.4.1.2 The NEC shall have the power to make such decisions as it thinks fit for the wellbeing of the Association and archery that are not inconsistent with this Constitution.

2.4.1.3 The NEC shall have the same powers of administration, management and control of the property of the Association for the objects of the Association as if they were absolute owners beneficially entitled thereto.

2.4.1.4 All decisions of the NEC shall be binding upon the members.

2.4.1.5 The NEC shall consist of the three elected directors of the Association, (the President, Honorary Secretary, Honorary Treasurer) and two elected officers, (Vice President and Communications Secretary).

2.4.1.6 The NEC may appoint officers to the NC e.g. Public Relations Officer, Records Officer etc. as considered requisite.

2.4.1.7 The term of office of the President of the Association is two (2) consecutive years. 2.4.1.7.1 Any individual elected as President, shall serve a minimum four (4) year term on the NEC, wherein the years immediately preceding and proceeding their presidential term they hold the office of Vice President.

2.4.1.8 The Honorary Secretary and Honorary Treasurer and Communications Secretary, shall hold office for a two year term and shall serve no more than two (2) consecutive terms, but may be re-elected following a break in service.

2.4.1.9 Officers of the Association, other than the NEC, shall serve for two (2) years following their election or appointment and shall be eligible for re-election or reappointment as the case may be.

2.4.1.10 The NEC may appoint a committee, or committees, and may delegate to such committee or committees executive powers within defined limits. The majority of any such committee or committees must be members of the Association. The NEC shall, if it so desires, nominate a Chairman for each committee, otherwise such committee/s shall select its own Chairman who, if present, shall preside at all meetings and have a casting vote.

2.4.1.11 The quorum for a meeting of the NEC shall be three (3).

2.4.1.12 The NEC and NC may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the Chairman shall have a second and casting vote.

2.4.1.13 The NEC may from time to time and at any time by Power of Attorney appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the NEC, to be the Attorney or Attorneys of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested or exercisable by the NEC under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with such Attorney as the NEC may think fit, and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

2.4.1.14 A resolution in writing signed by all the members of the NEC for the time being entitled to receive notice of a meeting of the NEC shall be as valid as if it had been passed at a meeting of the NEC duly convened.

2.4.1.15 The President or failing him the Vice President shall preside as chairman at any meeting of the NEC or NC and if neither person is present within fifteen (15) minutes after the time appointed for the holding of the meeting or if such person is unwilling to act, the NEC or NC present shall elect one of their number to be chairman at their meeting.

2.4.1.16 In order to preserve balance within the NEC and as equitable a representation of both archers and clubs, the committee should be made up of a cross section of members. Where possible the NEC should be made up of no more than one person from any one club or affiliated organization. Where possible the NEC should not comprise of more than one member of the same family.

2.4.1.17 Both the outgoing and incoming committees should endeavour to work together for a short period of time to facilitate a smooth transition. To this end:

2.4.1.18 The office of the elected NEC shall run to the end of the second calendar month proceeding the election of the new NEC.

2.4.1.19 During the transition period the outgoing members of the NEC shall endeavour to provide the incoming members with and updated accurate job description and a full list of all recurring and non recurring deadlines and projects.

## **2.4.2 THE PRESIDENT**

2.4.2.1 The principal elected officer of the Association shall be the President and he shall represent the Association at official functions and meetings.

2.4.2.2 The President shall prepare an agenda for, call and preside over all general meetings of the NEC.

2.4.2.3 The President shall coordinate the activities and programmes of the Association

2.4.2.4 The President shall prepare and submit to the NEC, NC and the AGM of the Association an annual report indicating the activities and the position of the Association.

2.4.2.5 The President may delegate the Vice President or, if that is impractical, another officer of the NEC or NC to represent the Association at significant events or meetings.

2.4.2.6 If the President ceases to hold office or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President up until the next AGM.

2.4.2.7 The incoming President shall be elected one year in advance of taking up the office of President, in the year following their election they shall serve as the Vice-President.

2.4.2.8 The Position of President shall be held for two years after which they shall return to the office of Vice-President for one year.



## **2.4.3 THE HONORARY SECRETARY**

2.4.3.1 The Honorary Secretary shall conduct the affairs of the Association in accordance with the programmes and policies established by the NEC.

2.4.3.2 The Honorary Secretary shall ensure the proper publication of official notices and reports and maintain the archives of the Association.

2.4.3.3 The Honorary Secretary shall ensure that members of the NEC and NC receive an agenda for general meetings, cause minutes of such meetings to be made and provide a copy of the minutes of such meetings to members of the NEC or NC. Minutes shall make record of all appointments of officers made by the NEC, of any names of members of the NEC or NC present at each meeting of the NEC or NC and of any Sub-Committee of the NEC and of all resolutions and proceedings at all meetings of the Association and of the NEC and of Sub-Committees of the NEC.

2.4.3.4 The Honorary Secretary shall ensure that all members of the Association receive notice of AGMs and EGMs.

2.4.3.5 The Honorary Secretary shall defer to the Membership Secretary such duties as to maintain an up to date membership list of the Association and register the collection of all membership forms and fees and pass all monies thus collected to the Honorary Treasurer. In the conduct of this duty the Membership Secretary will issue membership cards to members.

2.4.3.6 If the Honorary Secretary ceases to hold this office, or in the event of his inability or refusal to act, the President shall appoint a Secretary up until the next AGM or EGM where the nomination needs to be approved for the remainder of the term.

2.4.3.7 The Honorary Secretary shall be the National Designated Officer of the Association.

## **2.4.4 THE HONORARY TREASURER**

2.4.4.1 The Treasurer shall supervise the financial affairs of the Association as advised by the Company accountants.

2.4.4.2 The Treasurer shall keep adequate and up to date accounts for the Association as advised by the Company accountants.

2.4.4.3 The Treasurer shall deposit all monies, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments to the credit of the Association and record all receipts for monies paid to the Association.

2.4.4.4 The Treasurer shall present a statement of account, supported by an official bank statement, at every NEC or NC meeting.

2.4.4.5 The Treasurer shall be responsible for ensuring that the financial details of the Association are in order and give the same to the Company accountants in order that the Company accountants may complete the returns by the last week of March each year.

2.4.4.6 The Treasurer shall, at the end of the term of office, continue to work with the incoming Treasurer to ensure the annual returns are completed satisfactorily and ensure that a fully prepared financial statement may be presented to the AGM.

## **2.4.5 THE ANTI-DOPING OFFICER**

2.4.5.1 The Anti-Doping Officer shall be the liaison between the Association and the relevant authorities on all matters relating to prohibited substances.

2.4.5.2 The Anti-Doping Officer shall be responsible for ensuring that members of the Association are kept up to date with relevant information in relation to prohibited substances.

2.4.5.3 The Anti-Doping Officer shall inform the relevant authorities immediately and instigate an inquiry should any matters relating to the use, or supply, of prohibited substances come, or be brought to his attention.

## **2.4.6 THE VETTING OFFICER**

2.4.6.1 The Vetting Officer shall be responsible for submitting all received details to the Garda Vetting Unit and be responsible for the secure storage of all information received from the Garda Vetting Unit.

2.4.6.2 The Vetting Officer shall be responsible for deciding on the suitability of proposed members based on information received from the Garda Vetting Unit.

2.4.6.3 The Vetting Officer shall be responsible for training club Line Managers where necessary and shall act to ensure that all Line Managers maintain up to date logs of all Vetting correspondence.

2.4.6.4 The Vetting Officer should keep up to date with refresher courses where available.

2.4.6.5 The term of office for the Vetting Officer shall be a minimum of five (5) years to take account of the training necessary for this role.

## **2.4.7 THE ATHLETE PROTECTION OFFICER**

2.4.7.1 The Athlete Protection Officer, hereafter the APO, shall keep an up to date list of all clubs' Athlete Protection Officers and Designated Officers.

2.4.7.2 The APO shall ensure that clubs' Athlete Protection Officers have undergone the correct training for the role and are keeping a record of all Cadet and Junior Members' parent or legal guardian contact details.

2.4.7.3 The APO shall be responsible for ensuring that clubs comply with and adhere to the Code of Ethics and Good Practice for Children's Sport.

2.4.7.4 The term of office for the APO shall be a minimum of five (5) years to take account of the training necessary for this role.

## **2.4.8 THE NATIONAL RECORDS OFFICER**

2.4.8.1 The National Records Officer, hereafter the NRO, shall be responsible for maintaining a current record of members' World Archery classifications and the National Ranking Tables.

2.4.8.2 The NRO shall be responsible for keeping a record of all National Records for both target and field archery.

2.4.8.3 The NRO shall be responsible for informing World Archery and the NEC of all relevant records set by members.

## **2.4.9 THE SPORTS INCLUSION DEVELOPMENT OFFICER**

2.4.9.1 The Sports Inclusion Development Officer, hereafter the SIDO, shall liaise with The Paralympic Council of Ireland and all other national and regional associations such as the PWDI, Cerebral Palsy Sport Ireland, The Irish Wheelchair Association, Irish Blind Sports, The Irish Brain Injury Association etc. as approved by the NEC to ensure that the needs of all archers with sensory and/or physical disabilities are represented within the Association and inclusivity is maintained within the sport.

2.4.9.2 The SIDO shall promote awareness of access and participation issues at club level.

2.4.9.3 The SIDO shall ensure that the NEC act in accord with the Disability Act 2005, The Equal Status Act 2000 and The Equality Act 2004.

2.4.9.4 The SIDO shall identify potential opportunities for external funding.

## **2.4.10 THE WEBMASTER**

2.4.10.1 The Webmaster shall be responsible for maintaining the website and keeping the official Association calendar of events current.

2.4.10.2 The Webmaster shall be responsible for the verification and posting of competition results when received from shoot organizers.

2.4.10.3 The Webmaster shall be responsible for setting up all official Association e-mail addresses and shall ensure that e-mails sent to such addresses are forwarded to the correct persons.

2.4.10.4 The Webmaster shall be responsible for the timely issuing of web text and e-mail messages when required to do so by the NEC or NC.

## **2.4.11 POWERS AND DUTIES OF THE NEC**

Without prejudice to the generality of the rest of this Constitution, the NEC's powers shall include the following:

2.4.11.1 To investigate, or cause an Officer to investigate, cases of alleged misconduct, alleged breaches of the Constitution or the Rules or any conduct alleged to be detrimental to the interests of Archery or the Association, other than anti-doping violations, to impose sanctions or penalties on the offending Member or club as the case may be.

2.4.11.2 To codify, publish and enforce standards of eligibility for membership of the Association.

2.4.11.3 To register and codify, publish and enforce standards of eligibility for Judges, Officials and Coaches.

2.4.11.4 To codify, publish and enforce standards of eligibility for competing in Competitions.

2.4.11.5 To levy, charge, collect and receive Annual Subscriptions, levies, fees and other payments from persons whether members of the Association or not and expend the same in furthering any or all of the objects of the Association.

2.4.11.6 To determine the amount of the Annual Subscription to be paid by members of the Association and the period within which such payments must be made.

2.4.11.7 To hear and determine an appeal relating to eligibility for membership, such application for membership being made in accordance with Article 2.3.11.8.

2.4.11.8 To make decisions in urgent matters relating to the Constitution and the Rules. Any such decisions shall be notified to Members by the NEC and shall be reported to the next AGM or EGM.

2.4.11.9 To adopt and approve the annual budget and the financial forecast presented by the Treasurer at the first NEC meeting of the calendar year.

2.4.11.10 To appoint the Association's financial auditors in accordance with Article 2.6.1.3.

2.4.11.11 To summon a special meeting of the Association to deal with any special case of great importance requiring an urgent decision.

2.4.11.12 To seek a replacement for any nominee put forward by the Members who does not perform the tasks assigned to them.

2.4.11.13 To control and apply the finances of the Association and to incur any expenses it may consider necessary to further the interests of the Association and of Archery.

2.4.11.14 To authorize the purchase, or taking on lease, licence or otherwise any property (real or personal) and to authorize the sale, exchange, disposal, lease, licence, charge, or other disposition or dealing with any such property.

2.4.11.15 To appoint, and remove from time to time, such Sub-Committees as it deems necessary and an Appeals Panel and to delegate to such bodies such powers and duties as it deems appropriate and necessary.

2.4.11.16 To appoint one or more of its members or any other person or persons, whether a body corporate or otherwise, as it may decide to act in legal proceedings in the name of and on behalf of the Association on such terms if any, as it may decide.

2.4.11.17 To appoint Judges to official Association Competitions.

2.4.11.18 To appoint the Team Manager and Coach or Coaches for all the International Teams and Squads.

2.4.11.19 To determine the procedure for, and nominate, persons charged with and deemed responsible for the selection of all International Teams and Squads.

2.4.11.20 To decide on criteria for determining the qualifications which shall govern the eligibility of applicants for membership on and selection for an International Team.

2.4.11.21 To decide and determine any issue arising on the matter of eligibility in its absolute discretion.

Without prejudice to the generality of the rest of this Constitution, the NEC's duties shall include the following:

2.4.11.22 To oversee and supervise the objects of the Association set out in Article 1.3.1.

2.4.11.23 To ensure the execution of all decisions taken at the AGM.

2.4.11.24 To support members requiring assistance in administration, marketing, anti-doping education, sports medicine and the training of coaches, judges or technical officials.

2.4.11.25 To keep an up to date written register of members of the Association at the registered office of the Association.

2.4.11.26 To furnish Affiliate Club and Associate Club members with a copy of the Constitution and a copy of the Rules on being admitted to the Association.

2.4.11.27 To represent the interests of its members with government departments and any other bodies and organizations whose functions are complementary to those of the Association.

2.4.11.28 To foster and develop links with other International Associations, Federations and non-governmental organizations in the interests of sport in general, and Archery in particular, at all levels throughout the World.

## **2.4.12 DISQUALIFICATION OF MEMBERS OF THE NEC**

The office of the member of the NEC or NC or of any elected office referred to in Articles 2.4.2-11 hereof shall be vacated if the member of the NEC:

2.4.12.1 Is adjudged bankrupt in the State or Northern Ireland or Great Britain or makes any arrangement or composition with his creditors, or

2.4.12.2 Becomes of unsound mind, or

2.4.12.3 Resigns his office by notice in writing to the NEC, or

2.4.12.4 Is convicted of an indictable offence other than an offence under the Road Traffic Acts unless the NEC otherwise determine.

2.4.12.5 No member of the NEC shall be disqualified by his office from contracting with the Association either as vendor, purchaser or otherwise, nor shall any member of the NEC be liable to account to the Association for any profits arising there from. The nature of such interests must be disclosed by him at the meeting of the NEC at which the contract or arrangements are first taken into consideration.

2.4.12.6 The Association may, by ordinary resolution of which extended notice has been given in accordance with Article 2.5.3.3, remove any member of the NEC before the expiration of his period of office, notwithstanding anything in these Articles or any agreement between the Association and such member of the NEC.

## **2.4.13 ELECTION OF THE NEC**

2.4.13.1 At each AGM of the Association all members of the NEC and duly elected officers of the Association shall, subject to Articles 2.4.1.7-9, Articles 2.4.2.7-8, Article 2.4.6.5 and Article 2.4.7.4, be eligible for re-election.

2.4.13.2 The Association shall at each AGM proceed to elect the selected officers and members of the NEC and NC.

2.4.13.3 Any candidate for election as an officer and member of the NEC or NC shall have been proposed and seconded by electors of the Association. Such nominations in writing shall have been deposited with the Honorary Secretary at the Registered Office of the Association no less than four (4) days before the day of the AGM. In the event of their being insufficient nominations for the positions of officers or members of the NEC, further candidates may be proposed and seconded at the AGM.

2.4.13.4 The election of a President of the Association shall occur at the AGM in middle of the incumbent Presidents two-year term. The newly elected President Elect shall then hold the office of Vice President until the end of the incumbent's presidential term.

2.4.13.5 In the event of any vacancies occurring on the NEC or among the elected officers of the NC during any year the NEC may co-opt a member to fill such vacancies. A member so elected shall hold office until the next AGM.

## **2.5 MEETINGS**

### **2.5.1 GENERAL MEETINGS**

2.5.1.1 The General Meeting of the Association shall be held in every calendar year no later than the 31<sup>st</sup> day of October at such a place as the NEC shall determine. Such meetings shall be called Annual General Meetings, hereafter AGM(s), and all other meetings shall be called Extraordinary General Meetings, hereafter EGM(s).

2.5.1.2 AGMs shall be conducted in accordance with the standing orders of the Association.

2.5.1.3 Notice of the AGM of the Association shall be sent by the Honorary Secretary to the members of the Association at least twenty one (21) days before the date on which such a meeting is to be held.

2.5.1.4 The accounts of the Association shall be audited and an abstract thereof circulated to members not less than twenty one (21) days before the AGM.

2.5.1.5 The quorum for an AGM of the Association shall be one fifth of the Affiliated Member Clubs. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present it shall stand adjourned to the same day in the next week at the same time and place or such other day in such other place and time as the Chairman may determine. If at such adjourned meeting a quorum as above defined is not present within fifteen (15) minutes from the time appointed for holding the meeting, the members present shall be a quorum.

2.5.1.6 The Chairman may, with the consent of any meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. If at such adjourned meeting a quorum is not present, those members being entitled to vote and being present shall be deemed to be a quorum and may do all the business that a full quorum might have done.

2.5.1.7 The President, or failing him, the Vice President, shall preside as Chairman at every General Meeting of the Association.

2.5.1.8 If at any meeting either the President or Vice President is not present within fifteen (15) minutes after the time appointed for holding the meeting or if neither of them is willing to act as Chairman, the members present shall choose one of their number to be Chairman.

The Association shall at each AGM or at any adjournment thereof transact the following business:

2.5.1.9 Consider and approve, with or without amendment, the minutes of the previous meeting.

2.5.1.10 Receive the accounts and balance sheet of the Association for the preceding financial period and the auditor's report thereon and adopt or make any order that may be appropriate in regard to same.

2.5.1.11 Appoint Auditors for the ensuing year.

2.5.1.12 Vote on the entrance fees and annual subscriptions for the ensuing year in accordance with Article 2.3.15.1.

2.5.1.13 Elect NEC members in accordance with Article 2.5.1.12.

2.5.1.14 Consider, with or without amendment, accept or reject any amendment or alteration to the Constitution duly proposed and of which due notice shall have been given in accordance with Article 2.9.4.1. Changes to the Constitution shall require a two-thirds majority of members attending the meeting. The Association may at any AGM or adjournment thereof transact any business relating to the affairs of the Association and in particular (without prejudice to the generality of this paragraph) may:

2.5.1.15 Receive a report from the President and adopt or make any order or amendment that may be appropriate in regard to same.

2.5.1.16 Adjudicate on all matters submitted by any Member.

2.5.1.17 Set aside or amend any adjudication, interpretation, or decision made by the NEC.

2.5.1.18 Make any interpretation of the Constitution as it shall consider appropriate.

2.5.1.19 Notwithstanding the provisions of any other Article herein contained, the Association shall not have power to consider, hear, adjudicate on, set aside, amend or to decide any matter referred to it by any member relating to the Code of Ethics, employment or any drug or doping related offence. The decision of the NEC as to whether a matter relates to the Code of Ethics, employment or any drug or doping related offence shall be final and binding on all parties.

2.5.1.20 No direction given by the Association in General Meetings shall invalidate any prior act of the NEC, which would have been valid, if that direction has not been given.

## **2.5.2 SPECIAL MEETINGS**

2.5.2.1 A special meeting of the Association shall be convened by the President on his being instructed to do so by the NEC, or on his receiving a requisition to do so by the signed secretaries of not less than one third of the Affiliated Member Clubs, (the requisition stating that the said clubs have in annual or special meetings of each such club resolved to request a special meeting of the Association) and a statement of the reason for which such special meeting is desired.

2.5.2.2 The date and place of a special meeting of the Association shall be determined by the NEC.

2.5.2.3 Notice of any special meeting shall be sent by the Honorary Secretary to the members of the Association at least twenty one (21) days before the date on which such a meeting is to be held.

2.5.2.4 The quorum for a special meeting of the Association shall be one fifth of the Affiliated Member Clubs.

2.5.2.5 A special meeting of the Association may be adjourned to such date and place as the meeting shall direct.

2.5.2.6 Special meetings shall be conducted in accordance with the standing orders of the Association.

## **2.5.3 ATTENDANCE AND VOTING AT MEETINGS**

2.5.3.1 Any member of the NEC shall be entitled to attend a meeting of the Association.

2.5.3.2 Affiliate and Associate Members shall have the right to attend meetings.

2.5.3.3 An Affiliate Member shall have the right to speak at Meetings only as a delegate of an Affiliate Club.

2.5.3.4 An Associate Member shall have the right to speak at Meetings only as a delegate of an Associate Club.

2.5.3.5 Any member, from the 1<sup>st</sup> day of January in the year in which he turns nineteen (19) shall be eligible to vote as an elector of the Association.

2.5.3.6 Only electors of the Association shall have the right to vote at Meetings and then only as a delegate of an Affiliate Club.

2.5.3.7 The Secretary of each Affiliate or Associate Club shall send to the Honorary Secretary of the Association at least seven (7) days before the date of a Meeting the names of the delegates appointed to attend that Meeting and of any substitute who may be called upon to attend if a delegate originally appointed cannot be present at the meeting.

2.5.3.8 No Affiliate or Associate Club shall be entitled to send delegates to a Meeting unless the Association shall have received from it the appropriate fees for affiliation or association of the club. The delegates shall also have paid the appropriate membership subscription to the Association.

2.5.3.9 The auditors appointed to audit the accounts of the Association may be invited to attend an AGM by the NEC.

2.5.3.10 At any General Meeting every question shall be decided in the first instance by a majority of votes or a show of hands unless a poll is demanded.

2.5.3.11 Unless a poll is so demanded, a declaration by the Chairman that the resolution has on a show of hands been carried or carried unanimously or by a particular majority or loss, an entry to that effect in the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

2.5.3.12 The demand for a poll may be withdrawn.

2.5.3.13 Except as provided in Article 2.5.3.15 hereof, if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

2.5.3.14 Where there is an equality of votes, whether on a show of hands or on a poll the Chairman of the Meeting in which the show of hands take place or at which the poll is demanded shall be entitled to a second or casting vote.

2.5.3.15 The poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs.

2.5.3.16 Where it is provided in this Constitution that any office shall be filled by election the mode of election shall be by secret ballot in respect of candidates duly proposed and seconded at the AGM. The Chairman of the meeting shall declare the result of the ballot to be, and after any necessary



recount which has been called for, the candidate or candidates receiving the most votes to be elected. In a ballot any voting paper which purports to cast votes for a greater or a lesser number of candidates than the number of offices to be filled shall be deemed to be a spoiled vote.

## **2.5.4 VOTES OF MEMBERS**

2.5.4.1 At all General Meetings electors registered with the Association shall be entitled to one (1) vote.

2.5.4.2 At all General Meetings there shall be no voting by proxy, except as directed in Article 2.5.4.4.

2.5.4.3 At all General Meetings the Chairman shall, if required, cast an additional deciding vote.

2.5.4.4 An elector of unsound mind, or in respect of which an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by its committee, receiver, guardian, or other person appointed by the court.

2.5.4.5 No objection should be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such a meeting shall be valid for all purposes. Any such objections made in due time shall be referred to the Chairman at the meeting whose decision shall be final and conclusive.

## **2.6 FISCAL PROVISIONS**

### **2.6.1 FINANCE**

2.6.1.1 The business of the Association shall be managed by the NEC who may pay all expenses incurred in promoting and registering the company and may exercise all powers of the Association.

2.6.1.2 The NEC may delegate in the absence of the Honorary Treasurer, in its supervision of the activities of the Association, the authority to act in urgent financial matters to either of the other two Directors of the Association. In such a case, the Honorary Treasurer and the NEC must be informed at the earliest opportunity of any action that is taken pursuant to such delegated authority.

2.6.1.3 The complete set of financial accounts and records of the Association shall be audited by an outside accounting firm of good standing which shall be appointed by the NEC for a fixed term of four years subject to earlier termination by the NEC at any time. The auditors shall be required to deliver a report to the NEC on an annual basis in the form of a true and fair audit of the Association's finances.

2.6.1.4 In the event of dissolution of the Association for any cause or purpose, all funds and assets remaining after due settlement of all liabilities and claims shall be apportioned and distributed amongst such other charitable institutions, having objectives similar to the objectives of the Association, in such proportions as the NEC may determine but subject to the express condition that such funds and assets may only be applied in a manner consistent with the objects of the Association.

2.6.1.5 The NEC shall maintain in the name of the Association such bank accounts as it deems necessary.

2.6.1.6 The signatories authorized to operate these accounts, to sign cheques and to make other payments in respect of them shall be the Directors of the Association.

## **2.6.2 ACCOUNTS**

2.6.2.1 The NEC shall cause proper books of accounts to be kept relating to all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place. The accounts shall include all sales and purchases of goods by the Association, and record all assets and liabilities of the Association.

2.6.2.2 The books of account shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Association affairs and to explain its transactions.

2.6.2.3 The books of account shall be kept at the registered office subject to Section 1.2.2 of the Memorandum of Association or at such other place as the NEC thinks fit and shall at all reasonable times be open to the inspection of the NEC or NC.

2.6.2.4 The NEC shall from time to time determine whether and to what extent and to what time and places and to what conditions or regulations, the accounts and books of the Association or any of them should be open to the inspection of members, not being members of the NEC or NC, and no member (not being a member of the NEC) shall have any right of inspecting any account or book or document of the Association except as conferred by statute as authorized by members of the NEC or by the Association in Executive meetings.

## **2.7 THE SEAL**

2.7.1 The Seal shall be used only by the authority of the NEC or a Sub-Committee of the NEC authorized in that behalf and every instrument to which the seal shall be affixed shall be signed by a member of the NEC and should be countersigned by the Honorary Secretary or by a second member of the NEC or by some other person appointed by the NEC for that purpose.

## **2.8 DISCIPLINARY PROCEDURES**

### **2.8.1 DISCIPLINARY PANEL**

2.8.1.1 The Association shall have the power to appoint a Sub-Committee made up of electors and with one member of the NEC as Chairperson, called a Disciplinary Panel.

2.8.1.2 The Disciplinary Panel shall hear disciplinary cases relating to cases of alleged misconduct, alleged breaches of the Constitution or the Rules, any conduct alleged to be detrimental to the interests of archery or the Association, or any other matter referred to it from time to time, other than alleged Anti-Doping violations or alleged breaches of the Code of Ethics.

### **2.8.2 COMPOSITION OF THE DISCIPLINARY PANEL**

2.8.2.1 The Chairman of the Disciplinary Panel shall select electors to hear the disciplinary case. The Chairman may select one person to serve as the Disciplinary Panel if he thinks it is appropriate, otherwise he shall select three.

2.8.2.2 The Disciplinary Panel shall not include any person with a direct interest in the issue under consideration.

### **2.8.3 DISCIPLINARY PANEL PROCEDURES**

2.8.3.1 The Disciplinary Panel (or Chairman thereof if it is a three person Disciplinary Panel) shall confirm to the parties involved in writing the date, time and place at which the hearing will take place.

2.8.3.2 Any objection to the Composition of a Disciplinary Panel shall be made not later than forty eight (48) hours before the date of the hearing, failing which any objection shall be deemed to have been waived. However, if the composition of the Disciplinary Panel has not been notified to the

parties or it has been changed, so that it is not practical to object forty eight (48) hours before the hearing, the objection may be made at the commencement of the hearing.

2.8.3.3 The Disciplinary Panel shall be entitled to determine any pre-hearing procedural or evidential issues or disputes. The Chairman of a three person Disciplinary Panel may determine such issues without recourse to the other members of the Disciplinary Panel.

2.8.3.4 Subject to the requirements of natural justice, the procedures to be adopted at the hearing shall be entirely at the discretion of the Disciplinary Panel and it has the power to consider any evidence it deems relevant.

2.8.3.5 A Disciplinary Panel may require any person to attend the hearing as a witness and shall be entitled to call experts to provide specialist advice, including legal advice.

2.8.3.6 The Disciplinary Panel shall be entitled to postpone or adjourn a hearing at its own discretion.

2.8.3.7 All proceedings before a Disciplinary Panel shall be in private unless otherwise decided by the Disciplinary Panel.

2.8.3.8 A decision of a Disciplinary Panel shall be valid if taken by a majority of the members of that panel. No member of a Disciplinary Panel may abstain from any decision.

2.8.3.9 The Disciplinary Panel has the power to impose a penalty or take such action as it deems appropriate in all circumstances.

2.8.3.10 The Association or other person alleging the misconduct or breach must establish the alleged violation to the comfortable satisfaction of the Disciplinary Panel.

2.8.3.11 At any hearing, the absence of any party or witness shall not, of itself prevent the Disciplinary Panel from hearing and determining the matter.

2.8.3.12 Where a Disciplinary Panel requests a club or person to provide information in relation to any matter, a reasonable time limit may be permitted and notified for the provision of such information and in the event that such time limit is not complied with, the Disciplinary Panel may deal with the matter in the absence of such information.

2.8.3.13 The Disciplinary Panel shall advise the parties of its decision which shall take effect immediately. The Disciplinary Panel shall confirm its decision in writing as soon as practicable after the hearing.

## **2.8.4 ENFORCEMENT POWERS**

2.8.4.1 Where there is a breach or non-observance of any rule, misconduct or any other disciplinary matter or non-compliance with any decision of the NEC, or in anything else considered to be detrimental to the best interests of archery or the Association and which is appropriate for consideration by the Disciplinary Panel in accordance with this Constitution, the Disciplinary Panel shall be entitled in its absolute discretion to impose any one or more of the following sanctions or penalties on the offending club or member as the case may be:

2.8.4.2 A Caution, a Warning as to future conduct, or a Reprimand.

2.8.4.3 A Fine.

2.8.4.4 The Suspension of the club or member or Expulsion of the club or member from the Association for such period as may be deemed appropriate.

2.8.4.5 Referral to the Disciplinary Committee of World Archery.

2.8.4.6 Such other penalty or sanction as may be deemed appropriate.

## **2.8.5 APPEALS OF THE DISCIPLINARY PANEL DECISIONS**

2.8.5.1 All decisions issued by the Disciplinary Panel may be appealed exclusively by referral to Just Sport Ireland, within fourteen (14) days from receipt of such decision, for binding arbitration in accordance with the Just Sport Ireland Arbitration Rules. The arbitral award issued by Just Sport Ireland may be appealed exclusively by referral to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, within twenty one (21) days from receipt of such arbitral award, for final and binding arbitration in accordance with the CAS Code of Sports-related Arbitration.

## **2.8.6 PUBLIC ANNOUNCEMENTS**

2.8.6.1 The Disciplinary Panel may publish any decision arrived at as soon as is practicable after the decision has been communicated to the parties and the time for appeals has expired or all legal remedies under this Constitution have been exhausted.

2.8.6.2 The public announcement of the decision may be by release of the decision itself or by way of a summary that includes details of the violation and of the sanctions imposed, if any.

2.8.6.3 Until such time as a decision is published, all parties shall treat the proceedings and the decision itself as confidential.

## **2.8.7 MULTIPLE INCIDENTS**

2.8.7.1 Two or more persons or parties may be dealt with by the same Disciplinary Panel where the issues and matters to be decided arise out of the same incident or facts.

## **2.8.8 CONDUCT AND RESPONSIBILITY**

2.8.8.1 Clubs, archers, officials and members must ensure that the sport of archery is conducted in accordance with disciplined and sporting behavior and that no club, archer, official or member engage in any act or acts of misconduct.

2.8.8.2 For the avoidance of doubt, a club, archer or member may be sanctioned for misconduct even if an official has already penalized one or more individuals for his or their conduct.

## **2.8.9 TECHNICAL AND PROCEDURAL BREACHES**

2.8.9.1 No proceedings, decisions or orders made pursuant to this Constitution shall be deemed invalid by reason only of any procedural or drafting omission or irregularity.

## **2.8.10 EXTENSION OF TIME**

2.8.10.1 Where under this Part any time is permitted or prescribed, the Disciplinary Panel shall have discretionary power, on good cause shown, to extend, abridge or vary the prescribed time.

## **2.8.11 MATTERS OUTSIDE SCOPE OF DISCIPLINARY PANEL**

2.8.11.1 The Association condemns the use of prohibited substances or methods, a practice generally known as doping, in sport.

2.8.11.2 The rules of the Association regarding doping are the Irish Anti-Doping Rules as adopted by the Irish Sports Council on 2<sup>nd</sup> February 2004 and which came into force on 1<sup>st</sup> June 2004, as amended from time to time. These Rules are consistent with the World Anti-Doping Agency Anti-Doping Rules and those prescribed in the World Archery Rulebook Appendix 5 Rule 14.1.

2.8.11.3 The rules contained in said Irish Anti-Doping Rules shall have effect and be construed as rules of the Association.

2.8.11.4 Matters involved in alleged breach of the Code of Ethics shall be handled by the Irish Sports Council or the Sports Council of Northern Ireland in accordance with the practice and procedures of the Code of Ethics.

## **2.9 MISCELLANEOUS**

### **2.9.1 PARTNERSHIP**

2.9.1.1 Nothing in this Constitution is intended to, or shall operate to, create a partnership between the Association and the Members or to authorize either party to act as agent for the other.

### **2.9.2 BYELAWS**

2.9.2.1 The NEC shall have power to make, alter, and revoke by-laws or regulations for regulating the affairs of the Association and such byelaws or regulations shall be binding on every member of the Association set aside at a Special Meeting of the Association called for that purpose.

2.9.2.2 If any regulation or byelaw of the Association is unclear or open to doubt the NEC shall have power to put such reasonable construction or interpretation of such regulation or byelaw as they may determine and determination shall be final and binding on all members.

### **2.9.3 NOTICES**

2.9.3.1 Notices may be served by the Association upon any member, either personally or by sending through the post in pre-paid envelope or wrapper addressed to such member at his registered place of address or by fax, email or SMS text message addressed to such member. Any notice sent by post shall be deemed to have been served on the date following that on which the envelope or wrapper containing the same is posted, providing such service should be sufficient to prove that the envelope or wrapper containing the notice is properly addressed and posted. A certificate in writing signed by the Secretary or other officer of the Association that the envelope or wrapper containing the notice was so addressed and posted should be sufficient evidence thereof. Any Notice served by fax, email or SMS text shall be deemed to have been served at the time and date of the electronic tag that such message carries.

2.9.3.2 No person other than an elector of the Association shall be entitled to receive notice of any Meeting of the Association.

## **2.9.4 AMENDMENT OF THE CONSTITUTION**

2.9.4.1 No amendment or alteration to the Constitution shall be considered by the Association unless it shall have been proposed by either the NEC or any Affiliated Member Club and unless notice thereof shall, except in the case of an amendment or alteration proposed by the NEC, have been sent in writing to the President at least twenty one (21) days before the Meeting at which such amendment or alteration is intended to be proposed.

2.9.4.2 No part of the Constitution shall be altered, rescinded or added to without the consent of at least two thirds of members present and voting at a Meeting.

## **2.9.5 DATA PROTECTION**

2.9.5.1 Pursuant to the provisions of the Data Protection Act 1988-2003, members consent to the Association obtaining, recording, holding and retaining their personal data, possibly including sensitive personal data, solely for Association purposes, either on its computers or in its manual filing system, and consent to the use of all such data, including its disclosure to third parties, for the proper management of the Association.

## **2.9.6 ARBITRATION**

2.9.6.1 Any dispute arising between members of the Association or between the members of the Association and the NEC or between the NEC members in connection with this Constitution or the Rules shall first be the subject of negotiations between the parties.

2.9.6.2 All disputes arising out of or in connection with this Constitution shall be referred to Just Sport Ireland for resolution by mediation in accordance with the Just Sport Ireland Mediation Rules. If the dispute remains unresolved at the conclusion of the mediation process, the dispute shall be referred to Just Sport Ireland for binding arbitration in accordance with the Just Sport Ireland Arbitration Rules. The arbitral award issued by Just Sport Ireland may be appealed exclusively by referral to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, within twenty one (21) days from receipt of such arbitral award, for final and binding arbitration in accordance with the CAS Code of Sports-related Arbitration.