

# MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE IRISH STUDENT ARCHERY ASSOCIATION AND ADMINISTRATIVE RULES

This edition contains all laws and by-laws approved at the Irish Student Archery Association Emergency General Meeting on August 12 2017. There may be additional by-laws and interpretations after this date including amendments to the by-laws which may affect this edition. Please check the ISAA website ([www.student.archery.ie](http://www.student.archery.ie)) for a listing of all new by-laws, by-law amendments, and interpretations which may be in force. This version supersedes all previous versions.

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# Chapter 1

## **1. MEMORANDUM OF ASSOCIATION OF THE IRISH STUDENT ARCHERY ASSOCIATION**

### **2.1 NAME**

1.1.1. The name of the association shall be the Irish Student Archery Association in English and Cumann Boghd oireacht' Mac L'einn Na hEireann as Gaeilge and shall be referred to hereafter as the ISAA or the Association.

### **2.2 STATUS**

1.2.1. The Association is recognised as the Irish Student Archery Association trading under the Irish Amateur Archery Association Limited, hereafter referred to as Archery Ireland. The Association is a non-profit organisation and shall act and abide by the rules and regulations of Archery Ireland which in turn abides by the World Archery constitution and rules of shooting.

1.2.2. The registered office of the ISAA shall be that of Archery Ireland, Irish Sports HQ, National Sports Campus, Blanchardstown, Dublin 15, Ireland.

### **2.3 OBJECTIVES**

1.3.1. The primary objective of the Association shall be to encourage, promote, and develop archery among third-level institutions and work alongside Archery Ireland in conforming with World Archery rules.

1.3.2. To act as a governing body for competitive archery in third-level institutions through but not limited to the Intervarsity league, hereafter referred to as the League.

1.3.3. The Association shall treat all third-level institutions equally.

1.3.4. To encourage and maintain high standards of sportsmanship in archery

# Chapter 2

## 2. ARTICLES OF ASSOCIATION OF THE IRISH STUDENT ARCHERY ASSOCIATION

### 2.1 DEFINITIONS

2.1.1. In these Articles of Association the words standing in inverted commas in the sentences herein after contained shall bear the meaning set in the respective sentences thereof, if not inconsistent with the subject or context:

“Affiliation Fee” means the affiliation fee payable by Association Clubs in accordance with [Articles 2.3.2 to 2.3.4](#) inclusive;

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

“Association” means the Irish Student Archery Association;

“CAS” means the Court of Arbitration for Sport;

“Club” means a third-level archery club which is properly affiliated to the Association, in accordance with [Articles 2.3.2 to 2.3.4](#) inclusive;

“Code of Ethics” means the joint Code of Ethics and Good Practice for Childrens 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 Association’s Governing Executive Committee hereby constituted or members of the Committee present at the meeting of the Committee who for the purposes of the management of the Association 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, Intervarsities, and other competitive events under the jurisdiction of the Association;

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

“Director” means a person elected to the position of Chairperson, Vice-Chairperson, Secretary, Treasurer, or Records Officer in accordance with the Articles, Laws, and By-laws of the Association;

“Disciplinary Committee” means the disciplinary committee as selected from the Disciplinary Panel by the chairperson of the Disciplinary Panel in accordance with [Section 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 Full Committee or the Association, from which the Disciplinary Committee will be selected;

“GEC” means the Governing Executive Committee of the Association;

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

“ISAA” means the Irish Student Archery Association;

“Laws and By-laws” means the Rules of the Association;

“League” means the Intervarsity league that takes place each Season;

“Meeting” means AGMs, EGMs, and Captains Meetings of the Association;

“Member” means a registered student whose Club is properly affiliated to the Association, in accordance with [Articles 2.2.1 to 2.2.3](#) inclusive and [Articles 2.3.2 to 2.3.4](#) inclusive;

“Month” means calendar month;

“Officer” means an officer of the Association;

“Rulebook” means the Competition Rules and Regulations of the Irish Student Archery Association;

“Rules” means the Articles of the Association as drafted and as adapted by the Association in the Constitution and Rulebook;

“Season” means the time period in which all Association events take place. It is defined as August 01 to the following July 31 inclusive;

## **2.2 MEMBERSHIP**

2.2.1. Any registered student in a third-level institution in Ireland and Northern Ireland shall be eligible for membership of the Association.

2.2.2. Any student who has completed a course of study as described above is eligible for membership of the Association during the Season immediately following the Season in which they completed their course of study. This Season shall be defined as the student’s “grace year”.

2.2.2.1 Conditions of eligibility for a “grace year”;

- Not a registered student of a third level institution, or
- Are a registered student of a third level institution that is unable to obtain permission for affiliation with the Association from their current third level institution. This member(s) must provide written proof of inability to affiliate to the Association from the relevant authority within their institution prior to completing Article 2.2.3.

2.2.3. Such students wishing to avail of a grace year must notify the Association Secretary in writing at least one month before the first scheduled Competition of the new Season.

- 2.2.4. Under exceptional circumstances, a student may be permitted to postpone their grace year by one Season only. The Committee has the power to award or deny such a postponement.
- 2.2.5. Any prospective Member of the Association must be a member of a third-level archery club as defined in [Section 2.3](#).
- 2.2.6. Membership of the Association is on a voluntary basis and the acceptance of membership is an indication that the Archery Club and its individual members agree with and accept to abide by the Constitution and Rulebook of the Association, Archery Ireland, The Irish Sports Council, The Sports Council for Northern Ireland, World Archery, The Paralympic Council of Ireland, and the World Anti-Doping Agency,
- 2.2.7. For the purpose of registration, the number of members of the Association is declared to be unlimited.

## **2.3 CLUB AFFILIATION**

- 2.3.1. Association affiliation is a renewable annual process.
- 2.3.2. Any third-level archery club that seeks affiliation with the Association shall submit a complete Club Affiliation Form to the Association Secretary and no later than twenty-eight (28) days prior to the first Competition of each new Season.
- 2.3.3. Any third-level archery club seeking their first affiliation with the Association shall provide evidence to the Association of their recognition as a sports club in their respective institution, in addition to meeting the requirements outlined in [Article 2.3.2](#).
- 2.3.4. Any Club affiliated with the Association shall pay an annual affiliation fee. This fee shall be submitted to the Association Treasurer no later than one (1) day after the first Interschool of the Season. Any new Club that has been approved to affiliate with the Association as outlined in [Article 2.3.3](#) shall not be obliged to pay this fee for their first Season.
- 2.3.4.1. The amount of affiliation fees shall be decided by vote at the AGM of the Association on the recommendation of the GEC. In the event of the said committee recommendation being defeated, the affiliation fees shall remain as in the previous Season.
- 2.3.4.2. Clubs or members shall be entitled to exercise any right or privilege of membership, unless the required affiliation fee is not paid by the aforementioned deadline.
- 2.3.5. Any third-level archery club affiliated with the Association (hereafter referred to as Club) shall intend to be an active member, participate in Association events, and possess core aims equal to those of the Association.
- 2.3.6. Any Club affiliated with the Association shall agree to abide by the Constitution and Rulebook of the Association. In addition they shall agree to abide by the Rules of Archery Ireland and World Archery including but not limited to the Code of Conduct and Code of Ethics. Any rules of the above associations that conflict with Association Rules shall be superseded by Association Rules.
- 2.3.7. Any Club whose application for affiliation to the Association is rejected shall be permitted to appeal such a decision and receive a breakdown of reasons for rejection no later than two weeks following the formal appeal.

## **2.4 OBLIGATIONS OF MEMBERS**

- 2.4.1. All Members of the Association shall observe and abide by the Constitution and Rulebook of the Association in addition to the Code of Ethics and Code of Conduct of Archery Ireland and World Archery.
- 2.4.2. Persons competing, officiating, or otherwise gaining access to a shooting area during an Association event must comply with the Code of Ethics and Code of Conduct of Archery Ireland, the Olympic Council of Ireland, the Paralympic Council of Ireland, and the International Olympic Committee.
- 2.4.3. All competitors at Association events must comply with the Rules of the Association.

## **2.5 MANAGEMENT OF THE ASSOCIATION**

### **2.5.1 THE GOVERNMENT EXECUTIVE COMMITTEE**

- 2.5.1.1. The management of Association affairs shall be carried out by the Governing Executive Committee, hereafter GEC, in accordance with the Constitution.
- 2.5.1.2. The GEC shall have the power to make decisions that do not conflict with the Constitution or the Rulebook.
- 2.5.1.3. All decisions made by the GEC shall be binding upon all Association members.
- 2.5.1.4. The GEC shall consist of Members elected annually at the AGM, or if required at an EGM. There may never be fewer than six officers seated on the GEC.
- 2.5.1.5. The GEC shall consist of the Chairperson, Vice-Chairperson, Secretary, Treasurer, Records Officer, Public Relations Officer, Athlete Protection Officer, Archery Ireland Student Representative, and the Ex-Officio.
- 2.5.1.6. The offices of Chairperson, Vice-Chairperson, Secretary, Treasurer, and Records Officer shall be defined as Executive Offices.
- 2.5.1.7. In the event that an office cannot be filled, an elected officer may hold two positions, provided that both positions are not Executive positions.
- 2.5.1.8. The GEC may appoint Members to non-Executive positions when such positions become vacant during a season.
- 2.5.1.9. In the event of an Executive Office becoming vacant during a season, the GEC shall call an EGM and elect a Member by general vote.
- 2.5.1.10. All terms of offices on the GEC shall last for one Season (12 months).
- 2.5.1.11. The GEC shall meet at least twice per season; however, more meetings are encouraged.
- 2.5.1.12. When decisions at an GEC meeting necessitate a vote, the motion shall carry with a majority vote. In the event of a tied vote, the Chairperson or acting Chairperson shall have the casting vote.
- 2.5.1.13. It is encouraged that no more than two members from one Club hold a position on the GEC. This is to maximise the representation of Association Clubs seated on the GEC.
- 2.5.1.14. The incumbent GEC and the Committee-elect shall meet before the beginning the following Season in order to facilitate a smooth transition.



## **2.5.2 THE CHAIRPERSON**

- 2.5.2.1. The principal elected officer of the Association shall be the Chairperson. The Chairperson shall represent the Association at all official functions and external meetings.
- 2.5.2.2. The Chairperson shall run all Association meetings and shall prepare an agenda before the beginning of such meetings.
- 2.5.2.3. The Chairperson shall prepare and submit an annual report outlining the activities of the GEC during the season. This report will be presented to all Association members at the AGM.
- 2.5.2.4. The Chairperson may delegate the Vice-Chairperson to represent the GEC at both Association meetings and external meetings. In the event of the absence of the Vice-Chairperson, the Chairperson may delegate another Executive Officer to carry out the duties as outlined above.
- 2.5.2.5. In the event of the chairperson vacating their position during the season, the Vice-chairperson shall continue the duties of the chairperson until an EGM is held (at the next gathering providing it does not breach the 2 weeks' notice an EGM needs).

## **2.5.3 THE VICE-CHAIRPERSON**

- 2.5.3.1. The Vice-Chairperson shall be the principal officer who upholds and ensures all Members abide by the Constitution and Rulebook.
- 2.5.3.2. The Vice-Chairperson shall aid the Chairperson in their duties and in the event of the Chairperson being absent from proceedings shall act as Chairperson for the duration of such proceedings.

## **2.5.4 THE SECRETARY**

- 2.5.4.1. The Secretary shall keep minutes of all GEC meetings and ensure the timely distribution of said minutes to GEC members within two weeks.
- 2.5.4.2. The Secretary shall keep minutes of all general Association meetings and ensure the timely distribution of said minutes to Association Clubs.
- 2.5.4.3. The Secretary shall ensure that Association Clubs receive an agenda for general meetings and receive notices for the AGM and any EGMs no later than two weeks before the date of the meeting.
- 2.5.4.4. The Secretary will maintain a record of all Clubs affiliated with the Association each season and allocate fees to be submitted to the Treasurer.
- 2.5.4.5. The Secretary shall be responsible for responding to general inquiries from Association members and communicating such inquiries to the GEC.
- 2.5.4.6. The Secretary shall submit to the Archery Ireland Competitions Secretary a list of Association events for display on the Archery Ireland Calendar.
- 2.5.4.7. The Secretary shall, in conjunction with the Records Officer, submit all relevant documents, scores, records, and other Competition data to the Archery Ireland Webmaster for display on the website.

## **2.5.5 THE TREASURER**

- 2.5.5.1. The Treasurer shall supervise the financial affairs of the Association as advised by Archery Ireland.
- 2.5.5.2. The Treasurer shall maintain an up-to-date report of Association finances.
- 2.5.5.3. The Treasurer shall work in conjunction with the Honorary Treasurer of Archery Ireland to ensure transparency in all financial matters of the Association.
- 2.5.5.4. The Treasurer shall prepare and submit a financial report detailing the financial transactions of the Association for the current Season. This report will be presented to all Association members at the AGM.
- 2.5.5.5. The incumbent Treasurer shall work with the Treasurer-elect after the AGM to ensure all queries on financial matters are answered for the new Season.

## **2.5.6 THE RECORDS OFFICER**

- 2.5.6.1. The Records Officer shall be responsible for maintaining an up-to-date list of Association members and their ranking in the League.
- 2.5.6.2. The Records Officers shall maintain a list of all Association members who become eligible for a higher category during the season.
- 2.5.6.3. Records officer must receive complete competition results ready for publication within 48 hours of the competition end.

## **2.5.7 THE PUBLIC RELATIONS OFFICER**

- 2.5.7.1. The Public Relations Officer, henceforth the PRO, shall when requested assist the Secretary in the distribution of notices to Association members.
- 2.5.7.2. The PRO shall be responsible for the distribution of a newsletter to all Association members no later than the last month of each academic semester. The newsletter shall consist of, at least: individual League rankings; team League rankings; upcoming Competitions; records broken by Members.
- 2.5.7.3. The PRO shall be responsible for the maintenance of any and all ISAA social media accounts.

## **2.5.8 THE ARCHERY IRELAND STUDENT REPRESENTATIVE**

- 2.5.8.1. The Archery Ireland Student Representative, henceforth the AI Rep, shall be the point of contact between the ISAA and Archery Ireland in matters where both associations are operating in conjunction with each other.
- 2.5.8.2. The AI Rep shall be responsible for the organisation of any meetings between the GEC and the Archery Ireland National Executive Committee.
- 2.5.8.3. In the case of disciplinary proceedings, the AI Rep shall assist the GEC by liaising with Archery Ireland to obtain clarification on disputed matters.

## **2.5.9 THE ATHLETE PROTECTION OFFICER**

- 2.5.9.1. The Athlete Protection Officer, henceforth the APO, shall ensure that all Clubs and Members comply with the Code of Ethics, Code of Conduct, and Good Practise for Children's Sports.
- 2.5.9.2. The APO shall maintain a list of members of Clubs that are under the age of 18 at the beginning of a Season. This list shall comprise of contact details of the parents/guardians of such underage members.

## **2.5.10 THE EX-OFFICIO**

- 2.5.10.1. Only Association members who have previously held office on the GEC shall be eligible for election to the office of Ex-Officio.
- 2.5.10.2. The role of the Ex-Officio shall be to provide a continuous base of knowledge related to the management of the Association.
- 2.5.10.3. The Ex-Officio shall not have the power to vote at GEC meetings.

## **2.5.11 POWERS AND DUTIES OF THE COMMITTEE**

Without prejudice to the generality of this Constitution, the powers of the GEC shall include the following:

- 2.5.11.1. To investigate or cause an Officer to investigate cases of alleged misconduct and/or alleged breaches of this Constitution or the Rulebook.
- 2.5.11.2. To charge, collect, and receive an annual affiliation fee from Clubs in the Association.
- 2.5.11.3. To make decisions in urgent matters relating to the Constitution and the Rules. Any such decisions will be notified to Clubs and be reported at the next AGM or EGM.
- 2.5.11.4. To appoint and remove from time to time such Sub-Committees as it deems necessary and to delegate to such bodies powers and duties as it deems appropriate and necessary.
- 2.5.11.5. To change and/or adjust the by-laws in cases where such changes do not conflict with this Constitution or the Rulebook.
- 2.5.11.6. The ISAA is required to distribute updated league scores no later than 3 days before the following competition.

## **2.5.12 ELECTION OF THE COMMITTEE**

- 2.5.12.1. At the AGM, all members of the incumbent GEC shall be eligible for re-election, subject to the restrictions of [Articles 2.2.1, 2.2.2, 2.2.3, and 2.2.4](#).
- 2.5.12.2. The Association shall at each AGM proceed to elect the selected officers and members of the GEC.
- 2.5.12.3. Any candidate for election must, upon assuming office in the new Season, be a full-time student or a student on their year's grace.
- 2.5.12.4. Upon electing a new GEC, each Club is allocated one vote each.
- 2.5.12.5. In the event of an Officer vacating their position, the GEC shall fill their roles subject to [Article 2.5.1.8](#) and [Article 2.5.1.9](#).

## **2.5.13 DISQUALIFICATION OF MEMBERS OF THE GEC**

The office of the member of the GEC hereof shall be vacated if the member of the GEC:

- 2.5.13.1. Resigns their office by notice in writing to the GEC, or
- 2.5.13.2. Is convicted of an indictable offence other than an offence under the Road Traffic Acts unless the NEC otherwise determine, or
- 2.5.13.3. Is found to be ineligible to hold office as defined by [Articles 2.2.1, 2.2.2, 2.2.3, and 2.2.4](#).
- 2.5.13.4. In the case of resignation, the officer shall continue to fulfill their duties until a new officer assumes the office subject to [Article 2.5.1.8](#) and [Article 2.5.1.9](#).

## **2.6 MEETINGS**

### **2.6.1 GENERAL MEETINGS**

- 2.6.1.1. The General Meeting of the Association shall be held in every Season no later than March 31 at such a place that the GEC 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), with the exception of Captains Meetings.
- 2.6.1.2. AGMs shall be conducted in accordance with the standing orders of the Association.
- 2.6.1.3. Notice of the AGM or an EGM of the Association shall be sent by the Secretary to Association Clubs at least fourteen (14) days before the date on which such a meeting is to be held.
- 2.6.1.4. The quorum for an AGM shall be two thirds of the Association 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 any such day in any such place and time as the AC may determine. If at such adjourned meeting a quorum as above defined in not present within fifteen (15) minutes from the time appointed for holding the meeting, the members present shall be a quorum.
- 2.6.1.5. The Chairperson 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 quorum and may conduct all business that a full quorum may have conducted.
- 2.6.1.6. The Chairperson, or failing them, the Vice-Chairperson, shall preside as Chairperson at every General Meeting and Captain's Meeting of the Association.
- 2.6.1.7. If at any meeting either the Chairperson or Vice-Chairperson 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 Chairperson, the members present shall choose one of their number to act as Chairperson.

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

- 2.6.1.8. Consider and approve, with or without amendment, the minutes of the previous General Meeting.

- 2.6.1.9. Vote on the entrance fees and annual subscriptions for the ensuing Season in accordance with [Article 2.3.4.1](#).
- 2.6.1.10. Elect GEC members.
- 2.6.1.11. Consider, with or without amendment, to accept or reject an amendment or alteration to this Constitution duly proposed and which due notice shall have been given in accordance with [Article 2.9.4.1](#). Changes to this Constitution shall require a two-thirds majority of Association Clubs 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:
- 2.6.1.12. Receive a report from the Chairperson and adopt or make any order or amendment that may be appropriate in regard to same.
- 2.6.1.13. Adjudicate on all matters submitted by any Member.
- 2.6.1.14. Set aside and amend any adjudication, interpretation, or decisions made by the GEC.
- 2.6.1.15. Make any interpretation of this Constitution as it shall consider appropriate.
- 2.6.1.16. Notwithstanding the provisions of any other Articles herein contained, the Association shall not have the power to consider, hear, adjudicate on, set aside, amend, or decide any matter referred to it by any Member relating to the Code of Ethics or any drug-related or doping-related offence.
- 2.6.1.17. No direction given by the Association in General Meetings shall invalidate any prior act of the GEC which remains valid if that direction is not given.

## **2.6.2 CAPTAINS MEETINGS**

- 2.6.2.1. Captains Meetings may be called by the GEC with the purpose of discussing general matters with Club Captains.
- 2.6.2.2. Captains Meetings shall be held at least once per academic term and shall not take place on the same date as the AGM or an EGM.
- 2.6.2.3. Notice of a Captains Meeting shall be sent by the Secretary to Association Clubs at least fourteen (14) days before the date on which such a meeting is to be held.
- 2.6.2.4. Only the GEC and the Captain of each Club (or a Club member appointed by their Captain to represent the Club) shall have the right to attend a Captains Meeting.
- 2.6.2.5. The quorum for a Captains meeting shall be one half of the GEC and two thirds of the Club Captains or appointed Club representatives.

## **2.6.3 ATTENDANCE AND VOTING AT MEETINGS**

- 2.6.3.1. Any member of the GEC shall be entitled to attend a GEC meeting.
- 2.6.3.2. Any Association Member shall be entitled to attend AGMs and EGMs.
- 2.6.3.3. Any member of the GEC and any Club Captains shall be entitled to attend a Captains Meetings. In the case where a Club Captain is unable to attend a Captains Meeting, a member of such Club nominated by their Captain shall be entitled to attend such a meeting.

- 2.6.3.4. An Association Member shall have the right to speak at Meetings only as a delegate of an Association Club.
- 2.6.3.5. Each Association Club shall have one vote only at Meetings and shall vote through their delegate.
- 2.6.3.6. The Secretary of each Association Club shall submit to the Secretary of the Association at least seven (7) days before the date of a Meeting the names of the delegates appointed to vote at that meeting and of any substitute who may be called upon to vote if a delegate originally appointed cannot be present at the meeting.
- 2.6.3.7. No Association Club shall be entitled to send delegates to nor have their Club members attend a Meeting unless the Association has received from such Club the appropriate fees for affiliation.
- 2.6.3.8. At any General Meeting, every question shall be decided in the first instance by a majority of votes by a show of hands unless a poll is demanded by at least two delegates.
- 2.6.3.9. Unless a poll is so demanded, a declaration by the Chairperson that the resolution has on a show of hands been carried unanimously or by a particular majority or loss shall be entered to that effect in the minutes of the proceedings of the Association which shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such a resolution.
- 2.6.3.10. The demand for a poll may be withdrawn.
- 2.6.3.11. Except as provided in [Article 2.6.3.12](#), if a poll is duly demanded, it shall be taken in such a manner as the Chairperson directs and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 2.6.3.12. A poll demanded on the election of a Chairperson 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 Chairperson of the meeting directs.
- 2.6.3.13. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a second or casting vote.
- 2.6.3.14. 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 Chairperson of the meeting shall declare (after any necessary recount which has been called for) the candidate or candidates receiving the most votes to be elected.
- 2.6.3.15. In a ballot, any voting paper which purports to cast votes for a greater or lesser number of candidates than the number of offices to be filled shall be deemed to be a spoiled vote.

## **2.6.4 VOTES OF MEMBERS**

- 2.6.4.1. At all General Meetings, delegates duly proposed in accordance with [Article 2.6.3.6](#) shall be entitled to one (1) vote.
- 2.6.4.2. At all General Meetings, there shall be no voting by proxy.
- 2.6.4.3. At all General Meetings, the Chairperson shall, if required, cast an additional casting vote.

2.6.4.4. 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 objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

## **2.7 COMPETITIONS**

### **2.7.1 INTERVARSITIES**

2.7.1.1. The IntersVarsity League shall be contested across no more or fewer than 5 competitions in a single Season.

i In the event that more than five Clubs elect to host an IntersVarsity, the system outlined in [Article 2.7.1.2](#) shall be utilised.

2.7.1.2. A rotational system shall be used to select the Clubs which shall host each IntersVarsity.

i At the AGM, an alphabetical list of the names of all Clubs in attendance shall be made.

ii The Clubs that hosted IntersVarsities in the current Season shall be listed alphabetically subsequent to the last Club listed that did not host an IntersVarsity.

iii Any Club not willing to host an IntersVarsity shall be skipped.

2.7.1.3. Individual and Team prizes shall be presented at the last IntersVarsity of each Season.

2.7.1.4. Clubs elected to host IntersVarsities in the next Season shall book said Competitions no later than twenty-eight (28) days after the termination of their institution's examination period. Failure to do so must be accompanied by the submission to the Secretary a letter from the Club's institution stating the reason for the failed booking.

2.7.1.5. At least two of the five IntersVarsities shall take place in the first semester of the Season.

2.7.1.6. Any Club hosting an IntersVarsity shall provide shooting space for at least 10 Members per Association Club, otherwise they shall either co-host said IntersVarsity with another Club or forfeit the right to host. Any additional shooting space shall be distributed as evenly as possible among Clubs.

2.7.1.7. Clubs shall submit to the IntersVarsity host a team list with Members listed in preferential order at least one (1) week prior to the date of the IntersVarsity. The IntersVarsity host shall be obliged to accommodate at least 10 Members from each Club.

- Late submissions may be accepted at the discretion of the IntersVarsity host.
- Changed to entry lists may be accepted at the discretion of the IntersVarsity host.

2.7.1.8. The IntersVarsity host shall notify Clubs of final shooting arrangements and lists no later than three (3) days before the date of the IntersVarsity.

2.7.1.9. Official results for any ISAA competitions will only be considered verified when distributed by the appointed records officer.

### **2.7.2 NATIONALS AND OPENS**

2.7.2.1. The National Student Indoor Championships (hereafter the Nationals) and the Student Open (hereafter the Open) shall be separate to the IntersVarsity League.

2.7.2.2. At the AGM, following the allocation of Intervarsity hosts, the hosting of the Nationals and the Open shall be allocated.

2.7.2.3. Any Club that has not been allocated an Intervarsity may nominate themselves to host the Nationals or the Open.

2.7.2.4. The format of the Nationals and Open are left to the discretion of the hosts.

### **2.7.3 OTHER COMPETITIONS**

2.7.3.1. Any Club may choose to host a friendly Competition during the Season. Such Competitions include but are not limited to:

- Beginner Competitions
- Hallowe'en Funshoots
- Christmas Funshoots

2.7.3.2. Such Competitions shall be proposed and agreed upon at the AGM or at an EGM.

2.7.3.3. The format of these Competitions shall be left to the discretion of the hosts.

### **2.7.4 COMPETITION ENTRANCE FEES**

2.7.4.1. The maximum entrance fee to Association Competitions shall be decided by vote at the AGM, or if required an EGM, for the incoming Season. In the event of a proposed motion being defeated or not addressed, the maximum entrance fee shall remain as it was in the outgoing season.

## **2.8 DISCIPLINARY PROCEDURES**

### **2.8.1 DISCIPLINARY PANEL**

2.8.1.1. The GEC shall have the power to appoint a Sub-Committee made up of Association Members with one member of the GEC as Chairperson. This Sub-Committee shall be called a Disciplinary Panel.

2.8.1.2. The Disciplinary Panel shall hear disciplinary cases relating to alleged misconduct, alleged breaches of the Constitution or the Rulebook, 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.

2.8.1.3. In the case of disciplinary action being needed following a meeting with the disciplinary panel, an EGM will be held to discuss said issue.

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

2.8.2.1. The Chairperson of the Disciplinary Panel shall select Association Members to hear the disciplinary case. The Chairperson may select one person to serve as the Disciplinary Panel if they deem it appropriate.



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 Chairperson 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 shall take place.
- 2.8.3.2. Any objection to the Composition of a Disciplinary Panel shall be made no later than forty eight (48) hours before the date of the hearing, failing which any such 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, such that it is not practical to object forty eight (48) hours before the hearing, the objection shall 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 Chairperson 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 misconduct, a breach or non-observance of any rule, or any other disciplinary matter or non-compliance with any decision of the GEC, 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:

- A Caution, a Warning as to future conduct, or a Reprimand;
- A Fine;
- 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;
- Referral to the Disciplinary Committee of World Archery;
- Such other penalty or sanction as may be deemed appropriate.

## **2.8.5 APPEAL 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 behaviour 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 02 February 2004 and which came into force on 01 June 2004, as amended from time to time. The Irish Anti-Doping 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 BY-LAWS**

2.9.2.1. The GEC shall have power to make, alter, and revoke by-laws or regulations for regulating the affairs of the Association and such by-laws 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 by-law of the Association is unclear or open to doubt the GEC shall have power to put such reasonable construction or interpretation of such regulation or by-law 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 their 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 Executive 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 a Member 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 this Constitution shall be considered by the Association unless it shall have been proposed by either the GEC or any Club and unless notice thereof shall, except in the case of an amendment or alteration proposed by the GEC, have been sent in writing to the Secretary at least fourteen (14) days before the Meeting at which such amendment or alteration is intended to be proposed.

- 2.9.4.2. No part of this 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 a 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 GEC or between the GEC 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.