

IRISH AIRSOFT ASSOCIATION

CONSTITUTION of the IRISH AIRSOFT ASSOCIATION

Amending Acts

Short title

All Ireland inclusion

Charities status for revenue commissioners

Exec committee non commercial status added (5.10)

CLO position removed from exec committee (5.2)

Legal Officer removed from exec committee (5.2)

Declaration and handling of donations (6.3 & 6.4)

Addition of NCO to exec committee (5.2)

Dates of Signature

13th December, 2008

13th December, 2008

14th November 2009

14th November 2009

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Article 1 Short Title

1. The Association shall be called the Irish Airsoft Association.

Article 2 Statement of Intent & Purpose

1. The Purpose of the Association is to promote and govern the sport of airsoft on the island of Ireland as a safe, enjoyable and legal pursuit.
2. The IAA shall be taken to be a sporting association, shall ensure that it is never mistaken for a military, para-military or quasi-military organisation and shall remain unaffiliated with any political, religious or social intent or group, beyond the scope of the sport of Airsoft in Ireland.
3. Promotion of Airsoft shall desirably translate into –
 - i. a growth in uptake of the sport by extending knowledge of it to the general public,
 - ii. a positive image for the sport in the public eye, and
 - iii. a clear understanding by all Members and any other interested parties, including media and government agencies, of any applicable Statutes of Law as same relates to airsoft.

Article 3 Definitions of Terms

1. The following definitions and interpretations apply to the Constitution.
 - i. Any reference to “**Ireland**” in the Constitution shall mean the island of Ireland, including both the republic Republic of Ireland and Northern Ireland unless otherwise stated.
 - ii. The term “**IAA**” means the Irish Airsoft Association.
 - iii. The expression “**the sport of Airsoft**” may extend to related, yet distinct pursuits, such as airsoft equipment collecting, use of airsoft equipment on private property and use of airsoft equipment at sporting venues.
 - iv. The expression “**airsoft equipment**” means any article designed for use with the sport of airsoft.
 - v. A “**Junior Member**” is an individual who is a registered Member of the IAA and has not reached the age of 18 years.
 - vi. An “**Individual Member**” is an individual who is a registered Member of the IAA and has reached the age of 18 years.
 - vii. An “**Affiliate Member**” is any commercial venture, club or regional association.
 - viii. A “**Committee Member**” is an individual who is a registered Member of the IAA and has been appointed to a Committee position by vote.
 - ix. The terms “**AGM**” and “**EGM**” mean “**Annual General Meeting**” and “**Extraordinary General Meeting**” respectively.

Section I The IAA

Article 4 Responsibility

1. The Irish Airsoft Association is fully committed to safeguarding the well – being of its Members.
2. Every Member of the IAA should at all times, show respect and understanding for their rights, duties, safety and welfare, and conduct themselves in a way that reflects the principles of the Association.
3. The Association shall be responsible for:
 - i. Representation of Ireland in any international, airsoft – specific context.
 - ii. Selection of teams to represent Ireland at international airsofting events.
 - iii. Organisation of Irish Championship events.
 - iv. Development, publication and administration of rules for the sport of airsoft appropriate to the needs of airsofting in Ireland.
 - v. Promotion of the sport of airsoft.
 - vi. Compliance with statutory regulations and obligations relating to National Governing Sports Bodies.
 - vii. Liaison and co-operation with the Irish Sports Council and with other government departments and sports agencies as necessary.
 - viii. Development, publication and administration of byelaws as necessary for the proper running of the affairs of the Association.
 - ix. Development of the sport so that anyone, regardless of physical, social or other conditions, can participate.

Article 5 IAA Executive Committee

1. The Executive Committee shall be comprised of the Executive Officers of the Association.
2. The Executive Officers of the Association shall consist of:
 - i. a Chairperson
 - ii. a Vice Chair Person
 - iii. an Association Secretary
 - iv. a Public Relations Officer
 - v. a Treasurer
 - vi. a National Childrens Officer
3. At each AGM of the Association, to be held yearly, each of the above six (6) executive positions shall be declared vacant, and each vacancy shall be filled at the AGM.
4. Nomination of candidates will be made at the AGM and shall be seconded by at least one other IAA Individual Member who is not already appointed to the Committee.
5. Should any particular executive position remain vacant after an AGM, or if any executive position becomes vacant between consecutive AGMs, the vacancy may be filled by co-option by the elected executive officers or by convening an EGM on the Executive Committee's own motion.
6. The Chairperson shall not serve as such for more than three years consecutively.
7. The quorum at Executive Committee meetings shall be four (4).
8. The Executive Committee may form any task – specific sub-Committee(s) and suitably appoint Individual Members to coordinate, and serve under, any such sub-Committee(s) on a temporary basis, as needed by the nature, duration and scope of any such task as it arises
 - i. the formation of any task – specific sub-Committee(s) shall be notified to all members by suitable communications from the Executive Committee, and include both a list of positions to fill and an indicative term of duration for the sub – Committee;
 - ii. only Individual Members who have volunteered to serve under any task – specific sub-Committee(s) may be appointed;
 - iii. appointment to a sub – Committee does not amount to gaining Committee membership;
 - iv. serving Individual Members shall report progress to the Executive Committee only, until such time as progress is complete, and/or the nature and/or duration and/or scope of the task for which the sub – Committee was created does not warrant the continuation of the sub – Committee's existence;

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- v. the disbanding of any task – specific sub-Committee(s) shall be notified to all members by suitable communications from the Executive Committee, and include a summary report of the achievement(s) of the disbanded sub-Committee.
9. Executive Committee meetings shall be held at venues and times convenient to its Members.
10. Persons who have a commercial interest in the sport of airsoft, or who have a connection to a commercial interest in the sport of airsoft shall be ineligible for nomination to the executive committee.
- Nominated candidates shall, at the time of nomination, make a declaration that they have no such commercial interests. Serving committee members shall be barred from developing such commercial interests unless they resign their position

Article 6 Finances

The Financial year of the Association shall run from 1st January to 31st December each year.

1. The accounts of the Association shall be balanced at the 31st December each year and submitted, after independent audit, to the AGM that follows the audit.
2. Any two of the designated Officers of the Executive Committee shall sign all cheques written against the Association funds.
3. All material or monetary donations equal to or exceeding fifty euro in value shall be itemised in detail in the end-of-year financial report presented at the AGM.
4. Any material or monetary donations received by IAA committee members or officers shall be remitted to the association, and treated as a donation to the IAA.

Article 7 Annual General Meeting

1. The Association shall hold an Annual General Meeting within 90 days of the end of the Financial Year.

Article 8 Extraordinary General Meetings

1. An Extraordinary General Meeting shall be called by the Executive Committee on joint application in writing to the Executive Committee by at least twenty-five (25) percent of the Individual Members composing the total membership of the Association.
2. An Extraordinary General Meeting may be called by the Executive Committee on its own motion.
3. The meeting shall be held within 60 days of a request or the passing of a motion.

Article 9 Notices

1. At least 60 days notice shall be given to all Members of the date of the Annual General Meeting. An announcement in the printed or electronic media of the Association shall be deemed to be such notice.
2. At least 30 days notice shall be given to all Members of the date of an Extraordinary General Meeting. An announcement in the printed or electronic media of the Association shall be deemed to be such notice.
3. Proposals and candidate nominations which it is desired to put before a General Meeting shall be received in writing by the Executive Secretary at least 40 days before the date of the meeting.
4. The Agenda of General Meeting and any proposed amendments to the constitution shall be sent to all Members at least 30 days before the meeting.

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5. The Financial Statement shall be sent to all Members at least 30 days before an Annual General Meeting.

Article 10 Amendments to the Constitution or the Rules

1. Amendments to the Constitution or the Rules shall require the approval of a simple majority of those Members present at a General Meeting.

Section II Membership

Article 11 Enunciations

1. The IAA is an apolitical and non-discriminatory organisation, and as such no individual will be refused Membership on grounds of religion, orientation, ethnicity, social back ground, professional activity, medical status, married status, income, political affiliation or physical condition.

2. Membership is subject to annual subscription fees, and no Membership is deemed valid, nor access to any rights or privileges is to be granted, nor duties are to be imposed, unless annual subscription fees are acquitted in full.

3. The IAA has no other pursuit than the promotion and governance of Airsoft as laid out in Article 1. As such,
 - i. Membership of the IAA shall be considered a matter distinct and wholly separate when enjoyed by an individual who also enjoys Membership of, or affiliation with, the armed forces, police services, a political or religious organisation, whereby Membership of the IAA shall not be associated with such an individual's actions or opinions outside of IAA business.

 - ii. the IAA will not accept sponsorship or funding from any military, para-military, quasi-military, political, religious or social group or organisation where that sponsorship, funding or aid implies affiliation or support for that group's pursuits.

Article 12 Classes

1. Membership shall be available to individuals regardless of how often they may take part in the sport, whether they own any equipment or how much equipment, or how long they have been involved in the sport.

2. There shall be three (3) primary classes of Membership, which may be applied for with the IAA, Junior Membership, Individual Membership, Affiliate Membership. A fourth class, Committee Membership, may not be applied for and may only be attained through election by Members of the three primary classes, pursuant to Article 5.

3. **Junior Membership** – Any individual person over the age of 14 may apply to become a Junior Individual Member, but applications from individuals under the age of 18 may be refused unless validated by at least one parent or their legal guardian(s).

4. **Individual Membership** – Any individual person over the age of 18 may apply to become an Individual Member.

5. **Affiliate Membership** – Any commercial venture, club or regional association may apply to become an Affiliate Member. Stipulations on said Affiliate Membership may be put in place by the IAA Committee as deemed appropriate to include, but not limited to, safety statements or certification, third party insurance, age verification policies and/or systems, register of players/Members, published purchasing regulations.

6. **Committee Membership** – Any Individual Member may stand for appointment to the Committee by election at the AGM. Where an Individual Member is elected, Committee Membership status is automatically gained, as are the duties and responsibilities incumbent to the position of appointment.

Article 13 Making of Application

1. Membership application shall be made on IAA – issued Membership Application Form.
2. The information requested by the IAA in support of a Membership application shall be provided by the Applicant, else the Membership application shall be void.
3. Save as to information required to ensure IAA Members may be readily contacted by the IAA Committee in pursuit of IAA business, such as at least a Member's name and postal address, and which may therefore be recorded for such purposes, the information supplied by an Applicant shall only be used for the assessment of that individual's Membership application.
4. The information supplied by an Applicant shall only be perused by Members of the IAA Committee for the assessment of that individual's Membership application.
5. Each Membership application is subject to review and approval by the IAA Committee and such Membership application may be refused or retracted at the Committee's discretion.
6. Where Membership is retracted, the Applicant has a right to appeal and explanation as to the retraction, as laid out in the appended Rules.

Section III The IAA and its Members

Article 14 Data Protection Act

1. The IAA acknowledges and abides by the applicable provisions of the Data Protection Act 1988, as amended.
2. The IAA shall request personal data of Applicants for Membership in order to maintain a Register of Members, and shall request proof of identification for the sole purposes of authenticating an application and validating the personal details therein.
3. Pursuant to Article 14(2), the IAA shall maintain a Register of Members containing the information supplied in Member's application forms, save as to the proof of identification, which shall be securely disposed of upon completing the application authentication and data validation.
4. Pursuant to Articles 14(1) to 14(3), the IAA shall not disclose any Member personal data to any third party, save as to government agencies and only upon service of a warrant or an injunction, or unless expressly authorised to do so by relevant Individual or Affiliate Member(s).
5. Pursuant to Article 14(4), the IAA shall not disclose any Member personal data to any Affiliate Member for marketing purposes.
6. Pursuant to Article 14(4), the IAA may disclose a Junior or Individual Member's full name only to an Affiliate Member, only if expressly authorised to do so by said Junior or Individual Member, for facilitating access to that Affiliate Member's services and/or products.
7. Article 14(6) notwithstanding, the IAA may disclose a Junior or Individual Member's full name only to an Affiliate Member, if said Junior or Individual Member has been sanctioned by the Committee after due process, in respect of disciplinary matters.
8. Pursuant to Article 14(1), the IAA may provide any Junior, Individual or Affiliate Member, upon written request, with copy of the data maintained for that Junior, Individual or Affiliate Member in the Register.
9. Pursuant to Article 14(1), the IAA may securely erase data maintained in the Register for a Junior, Individual or Affiliate Member, upon written request to do so by that Junior, Individual or Affiliate Member.
10. A request to erase personal data by a Member shall be taken to amount to relinquishing his or her Membership with the IAA, including any rights, privileges and duties under same.

Article 15 Acknowledgment of Rights

1. The IAA acknowledges rights, which are extended to all Members of the Association. All Members of the IAA are entitled to the same rights, and may enjoy those rights by continued proper conduct within the sport.
2. No Member shall be deprived of Membership, either temporarily or permanently, without the opportunity to plead their case to the Executive Committee.
3. No Member will be subject to any penalty for alleged infractions against the terms of the IAA without due process.
4. Any Member subject to disciplinary action by the Executive Committee is entitled to a fair hearing and all matters applicable and reasonable will be taken into account at said hearing before a decision is taken.
9. Any Member subject to disciplinary action by the Executive Committee is entitled to assistance by and/or joint representation with another Member at a hearing.
10. No Member shall be forced to forfeit property, monies or materials in order to become or to remain a Member of the IAA, save as to the payment of annual subscription fees.
11. No demand will be made of, nor Membership contingency be placed upon, any Member to attend a minimum number of events or meetings during their Membership term.
12. No demands for unnecessary fees or superfluous monetary contributions will be made upon any Member of the IAA.
13. No Member of the IAA will be forced to endure hazing or initiation rights in order to join or remain a Member.
14. Any Member of the IAA may inform the Committee of a grievance regarding any topic related to the organisation, operation, administration and general activities of the IAA and its Members and can be assured that all reasonable time and effort will be given to the subject.
15. The anonymity of any Member of the IAA who believes it to be their duty to report an act of misconduct by another Member is sacrosanct, and all reasonable efforts shall be made by the Committee to protect their identity from becoming public, at least until such time as the act of misconduct is qualified.
16. No Member of the IAA will be expected to favour one Airsoft related commercial interest over another in order to maintain Membership.
13. The IAA acknowledges that it has no legal right to impose monetary fines or to confiscate property belonging to any individual or Member of the IAA and under no circumstances will any Member of the IAA attempt to do so.

Article 16 Disciplinary Measures

1. The IAA acknowledges rights, which are extended to all Members of the Association. All Members of the IAA are entitled to the same rights, and may enjoy those rights by continued proper conduct within the sport.
2. The IAA acknowledges its duty of care to Members of the Association and to the sport of Airsoft and, as such, reserves the right to discipline Members within the scope of its status as a sporting association governing the sport in Ireland.
3. The IAA Committee's powers of disciplinary action may not extend to the cruel or unusual or violate the terms of the Constitution, and are limited to imposing suspension of Membership, dismissal of Membership and notification of misconduct to relevant Affiliate Members, pursuant to Article 14(7) and, if the offence warrants it, to relevant authorities.
4. Where a Member of the IAA is deemed to be involved in bullying, racism, harassment, sexism or discrimination of any kind towards other Members, that Member's actions will be reviewed by the Committee and subject to disciplinary action.
5. Where a Member of the IAA is deemed to be using IAA resources, meetings, organised events and related activities or circumstances in order to actively recruit for political, military, religious or commercial ends, that Member will be subject to disciplinary action.
6. Where a Member of the IAA is deemed to be deliberately cheating or breaking the rules of engagement at any venue and is reported for such to the IAA, that Member will be subject to disciplinary action. Upon receipt by the Committee of a third complaint under this heading about a Member, and only after due process, full name of the Member may be notified to relevant Affiliate Members, pursuant to Article 14(7).
7. Where a Member of the IAA is –
 - i. involved in a physical altercation of a belligerent or violent nature with any person or persons attending a venue or event; or
 - ii. convicted of the theft of equipment, monies or personal items from any other Member of the IAA; or
 - iii. convicted of a serious, violent crime; or
 - iv. convicted of using Airsoft equipment in public,that Member will be immediately and permanently expelled from the IAA and the relevant authorities informed of the details of the incident, pursuant to Article 15(2).

Article 17 Equipment

1. Continued compliance of a Member's Airsoft equipment with applicable Statutes is paramount to that Member's continued proper conduct within the sport.
2. Airsoft equipment of any IAA Member must not contravene applicable Statutes, including but not limited to, the muzzle energy of that Member's airsoft device(s), the camouflage pattern of that Member's clothing, the frequency range(s) of that Member's radio equipment, under duress of disciplinary action.
3. Responsibility for the continued compliance of an Individual Member's Airsoft equipment lies with that Member, and may be verified by an Affiliate Member prior to engaging in the sport.
4. Responsibility for the initial compliance of an Affiliate Member's Airsoft equipment intended for commercial supply to other members and the general public lies with that Member, and may be attested by certificate prior to supply.

Article 18 Tax Status

1. Income and Property

The income and property of the IAA, shall be applied solely towards the promotion of its main object as set forth in this Constitution. No portion of the body's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the body. No Officer shall be appointed to any office of the body paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the body. However, nothing shall prevent any payment in good faith by the body of:

- I. reasonable and proper remuneration to any member of the body (not being an Officer) for any services rendered to the body
- II. interest at a rate not exceeding 5% per annum on money lent by Officers or other members of the body to the body
- III. reasonable and proper rent for premises demised and let by any member of the body (including any Officer) to the body
- IV. reasonable and proper out-of-pocket expenses incurred by any Officer in connection with their attendance to any matter affecting the body
- V. fees, remuneration or other benefit in money or money's worth to any Company of which an Officer may be a member holding not more than one hundredth part of the issued capital of such Company.

2. Winding-up

If upon the winding up or dissolution of the body there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the body. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the body. The institution or institutions to which the property is to be given or transferred 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 body under or by virtue of Clause 6 hereof. Members of the body shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object.

3. Additions, alterations or amendments

No addition, alteration or amendment shall be made to or in the provisions of this Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

4. Keeping of Accounts

Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.