

**The Constitution of the Irish Judo Association CLG (Comhairle Judo na hÉireann)  
A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

The applicable Act is the **COMPANIES ACT 2014 COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL CONSTITUTION OF IRISH JUDO ASSOCIATION LIMITED** as amended on the 1<sup>st</sup> April 2017 at Irish Judo Association's Extraordinary General Meeting (E.G.M.), Irish Sports HQ, National Sports Campus, Blanchardstown, Dublin 15.

- 1.1 The name of The Association is Irish Judo Association Company Limited by Guarantee –otherwise described as “Irish Judo Association” (Comhairle Judo na hÉireann), hereinafter in this document referred to as “the Association”
- 1.2 The Association is a company limited by guarantee, registered under Part 18 of the Companies Act 2014
- 1.3 The Association is governed by the elected management in accordance with the Memorandum and Articles of Association (hereinafter referred to as “the Constitution”) and shall only be altered or amended by the members of the Association as herein prescribed or pursuant to Statute

**Objectives**

2. The objectives for which the Association is established are, and will consist of the following: -
  - 2.1 As its' main object to regulate, promote and develop the sport of judo in Ireland, for and on behalf of the Association and its' members
  - 2.2 In furtherance of the promotion of and development of the sport of judo and by way of secondary objects to:
    - (a) develop the sport and practice of judo in Ireland by facilitating those wishing to learn, participate in and practice judo in all its aspects
    - (b) endeavour to provide a positive and safe environment for all its participants and members
    - (c) have a focus which continues to emphasise the overall development, safety, health and welfare of all participants and members at all levels within the sport
    - (d) maintain the Association as an independent sporting body
    - (e) adopt and enforce, through its' rules and regulations, the Irish Anti-Doping Rules as published by Sport Ireland, as amended from time to time
    - (f) promote, through its' rules and regulations, adherence to the Good Practice for Children in the Sport as published by the relevant regulatory authorities in Ireland and as amended from time to time
    - (g) promote, through its' rules and regulations, adherence to the Child Welfare and Protection Policies, issued by the relevant regulatory authorities in Ireland and as amended from time to time
    - (h) foster good relations as between the member clubs and members of the Association and to foster relations as between Federations which are recognised members of the International Judo Federation, (hereinafter the “IJF”), the European Judo Union (hereinafter the “EJU”), and such other Continental Unions as are recognised by the IJF
    - (i) To organise and regulate the sport of judo in Ireland, by assisting with the development of judo, through effective communication with existing clubs as to

developments in techniques and best practice, which enhances the ethos and ethics of judo

- (j) To provide, or assist with, the provision of exhibitions, lectures, meetings, conferences, seminars, classes and workshops, which would facilitate the development of the sport of judo in line with best practice
  - (k) Ensure a clear and transparent system of promotion for all judoka in their chosen field of interest
  - (l) To respect and protect the interests of the Association both nationally and internationally,
  - (m) To work closely with such statutory bodies as exist, from time to time whose function and objectives are to foster the development of sport in Ireland and abroad
  - (n) To protect the interest of the members as and when required and to discourage such abuses in whatever format as may be connected with judo in Ireland
3. In furtherance exclusively of these principal objects, the Association shall have the following powers: -
- (a) to receive and dispense such monies as are necessary to ensure the objectives of the Association are upheld, to trade in such goods and services as promote and benefit the sport of judo in Ireland, and to perform such other matters as are necessary, or incidental and conducive to, the attainment of any or all of the objectives of the Association, insofar as these objectives shall be deemed by law to be charitable, or related to the sport of judo
  - (b) To acquire such assets (to include fixed, current or intellectual assets) by freehold, leasehold or licence capable of being utilised for the benefit of the Association and to utilise any property of the Association by entering into such transactions as may benefit the Association
  - (c) To engage in such financial arrangements as is necessary to attain the objectives of the Association
  - (d) To co-operate and act in collaboration with any person, body, institution, or authority, including other sporting and charitable organisations and governmental and local authorities (whether in Ireland or elsewhere) to further The Association's principal objects
  - (e) To discharge the lawful debts of The Association as arise from time to time be they to a corporation or individual for services rendered
  - (f) To discharge such remuneration as is due to any employees of the Association and to account to the Revenue Commissioners, and/ or their successors in accordance with the current legislation
  - (g) To ensure the Association at all times holds the requisite insurance necessary to protect the interests of the Association, its' members, and its' employees, and to indemnify the Association against claims by reason of any such risk or accident and to pay such premiums as from time to time fall due
  - (h) To make grants and to provide other forms of financial assistance or assistance in kind
  - (i) To do all acts necessary to ensure the Association is properly constituted and incorporated in Ireland and is recognised in any part of the world
  - (j) To ensure that the Association is properly represented throughout the world
  - (k) To do all such other things as the Association may deem to be incidental or conducive to the attainment of the above objects or any of them

- (l) To adopt, publish, amend and administer standards of eligibility for membership of the Association, and for competing in events promoted by the Association as may be determined by the Association, in accordance with its' constitution, rules, and regulations and to do all such acts and things necessary to ensure conformity to, and compliance with, such codes and standards as may be adopted or promulgated by the Association, and to govern members, including competitors and/or coaches or persons in any way connected with the objectives of the Association
- (m) To levy, charge, collect and receive subscriptions, levies, fees and other payments from members of the Association and expend the same in furthering all or any of the objects of the Association or providing for the expenses of the Association

#### **4. Income and Property**

The income and property of the Company shall be applied solely towards the promotion of its' main objects as set forth in this Constitution. No portion of the Company'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 members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the company of: -

- (a) Reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Association
- (b) Interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company
- (c) Reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company
- (d) Reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company
- (e) Fees, remuneration, or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one-hundredth part of the issued capital of such Company.

#### **5. Additions, alterations or amendments**

No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been approved in writing by the Revenue Commissioners

#### **6. Liability of members**

The liability of the members is limited and every member of the Association undertakes to contribute to the assets of the Association in the event of same being wound up while he is a member of the Association and includes the period of 12 months following that member ceasing to be a member, for the payment of debts and liabilities of the Association properly 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 contributors among themselves such amount as may be required not exceeding €1.50 (one Euro and fifty cents)

#### **7. Winding Up**

If upon the winding up or dissolution of the Company there remains after satisfaction of all debts and liabilities any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property, shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their property and income among their members to an extent at least as great as is imposed on the Company under or by virtue of the Income and Property Clause hereof. Members of the Company 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. Final Accounts will be prepared and submitted that will include a section that identifies and values any asset transferred along with details of the recipients and the terms of the transfer.

#### **8. Keeping of Accounts**

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

#### **9. Membership**

The Association shall be affiliated to the IJF, the EJU, the Olympic Council of Ireland (hereinafter the "OCI") and to such other bodies as are affiliated to the promotion of sport in Ireland, and shall conform to their statutes and regulations as applicable

#### **10. Categories of Club Membership**

- 10.1 Ordinary Club Membership applies to those clubs who meet 11.1, 11.2 and 11.3. Fully compliant Ordinary Clubs applies to those clubs who meet 11.1, 11.2, 11.3 and 11.4, have the right to fully participate (vote, propose and nominate) at the Association AGM, EGM, General Meetings or Provincial Meetings
- 10.2 University Club Membership applies to those clubs who meet 11.1, 11.2 and 11.3. Fully compliant University Club Membership applies to those clubs who meet 11.1, 11.2, 11.3 and 11.4 and have the right to fully participate (vote, propose and nominate) at the Association AGM, EGM, General Meetings or Provincial Meetings
- 10.3 School Club Membership is only available to a club practising judo in a school and where the members of that club are attending that school. It does not have the full rights of an Ordinary Club

#### **11. Ordinary Club Membership**

Ordinary Membership applies to those clubs formed for the practicing of and promotion of the sport of judo provided that: -

- 11.1 Formal application is made to the Association and the appropriate fee is paid to the Association
- 11.2 The club agrees to abide by the Constitution of the Association and its Code of Ethics, to include where applicable Garda/PSNI Vetting, Anti-doping policies and any other regulations that are in place
- 11.3 Such club does not hold membership of any other IJF / EJU recognised Judo National Governing Body or any other sport specific body whose aims are not solely for the promotion of judo as deemed by the Executive Board of the Association
- 11.4 Have 20 current compliant individual members

## **12. Responsibilities of member clubs of the association.**

It is the responsibility of the nominee of the member club to ensure that:

- (a) all judoka engaging in the practice and promotion of the sport of judo in the member club, hold the requisite individual membership of the Association including adequate insurance cover
- (b) all those participating in judo, during club activities, both onsite and off-site, remain fully compliant with the Association rules and regulations, whilst a member
- (c) that all grading's are done in compliance with the rules and regulations of the Association and all details of grading's are to be submitted to the office of the Association with the appropriate fees, within 21 days of the grading date
- (d) all coaching sessions and club judo activity are led by a recognised and properly qualified judo coach
- (e) a Child and Vulnerable Adults Awareness Policy is adhered to at all times during club activity
- (f) any social media outlet associated with the club is not used in any way that would be considered to be against the spirit of judo; used as a vehicle to attack individuals; used in any way that could be interpreted as being in contravention to the law of the land or common decency; considered to be injurious to the character or interest of the Association.

## **13. Privileges of Club Membership**

13.1 To conduct competitions and gradings

13.2 To receive a copy of the Constitution and be advised of all relevant matters when and as they arise

13.3 To apply for insurance cover under the Association's arranged scheme for all clubs

## **14. Individual Membership**

14.1 Individual membership, irrespective of classification, applies to individuals who are a member of a member club and provided that:

- (a) formal application is made to the Association
- (b) every member shall, further, to the best of their ability, the objectives, interests and influence of the Association and shall observe all bye-laws, rules and standing orders of the Association, made pursuant to the powers hereinafter contained
- (c) the members appropriate fee is paid to the Association
- (d) membership shall automatically cease on any member's death, winding up or dissolution, and
- (e) such member does not hold membership of any other IJF / EJU recognised Judo National Governing Body
- (f) a Member shall forthwith cease to be a Member if he fails to pay any application fee or subscription or other contribution for which he becomes liable whilst he is a Member within the period laid down by the Executive for any such payments
- (g) without prejudice to the provisions of Article 16(f) hereof, if the conduct of any Member, is such, as shall in the opinion of the Executive, be injurious to the character or interests of the Association, or render that Member unfit to remain a Member of the Association, to include but not limited to a Members refusal or wilful neglect to comply with any of these Articles, or if the Executive shall for any good reason determine that a Member be expelled from the Association, the Executive may by a

resolution of a majority of at least three-quarters (75%) of the Executive present and voting at a meeting specially convened for that purpose, rescind the membership of the Member, suspend such Member indefinitely or for such stated period as determined by the Board provided that such a Member shall have notice sent to him, (in accordance with the Code of Ethical Conduct), of the Executive meeting and the Member shall be entitled to attend such a meeting, and be heard in his defence, but shall not be present for the determination of the Executive's decision or otherwise take part in the meeting save as permitted by the Board. Notice under this Article shall be deemed to have been served and delivered, if sent by post or electronically, in accordance with the provisions set out in Article 29 and set out in the Code of Ethical Practice

- (h) Cessation of membership of the Association howsoever occurring: -
- (a) shall not entitle the Member to repayment of the whole or any part of any contribution or subscription previously paid by him; and
- (b) shall be without prejudice to the Member's liability to pay any contribution or subscription which has become due and payable before such cessation

## **15. Categories of Individual Membership**

- 15.1 Child Membership applies to those individuals who on the 1<sup>st</sup> of January in the year of membership of the Association have not attained the age of 12 years old
- 15.2 Student Membership applies to those individuals who in the year of membership of the Association are **full time** students of a University/College (3<sup>rd</sup> level)
- 15.3 Junior Membership applies to those individuals who on the 1<sup>st</sup> of January in the year of membership of the Association have not attained the age of 18 years old and have reached the age of 12 years old
- 15.4 Senior Membership applies to those individuals who on the 1<sup>st</sup> of January in the year of membership of the Association have attained the age of 18 years old. This also applies to those irrespective of age have been awarded a Dan grade. Those members with a Dan grade who are not 18 years old do not have the full privileges of senior subscribing members
- 15.5 Life Members (to include those members who were acknowledged as life patrons) who are compliant with Association rules are deemed to have the same privileges of Senior Members. Past Presidents of the Association are deemed to be Life Members (All Life members must pay the insurance levy in order to participate in any judo based practical or administrative activity (i.e. coaching, refereeing, competing, training, etc.)
- 15.6 School Membership applies to those individuals who in the year of membership of the Association are current full-time pupils of the school which is a School Member of the Association

## **16. Senior Members (to include Life Members) are entitled to the following privileges, subject only to the proviso that the member is fully compliant with the requirements of the type of membership held: -**

- 16.1 to participate in all events conducted under the rules and regulations of the Association
- 16.2 to be selected for representative honours both nationally and internationally, such selection to be approved by the Executive Board
- 16.3 having attained the age of 18, and being in their third consecutive year of membership, attend at meetings convened by the Association, speak and comment on matters

therein arising, carry the vote of their club (if nominated to do so in writing by the club Chairperson / Honorary Secretary)

16.4 members who have attained the age of 18 and are in their third consecutive year of membership may be nominated for any position on Committees established by the Association from time to time

**17. Privileges of Child, Junior, School and Student Membership subject only to the proviso that the member is fully compliant with the requirements of the type of membership held: -**

17.1 to participate in all events conducted under the rules and regulations of the Association provided such person is a fully compliant member

17.2 to be selected for representative honours both nationally and internationally, such selection to be approved by the Executive Board provided such person is a fully compliant member

**18. Member's Participation**

The practice and participation in Judo events in Ireland is governed by the Irish Judo Association (IJA). Members are free to practice and/or participate in any event organised by the association or member club of the association. Where members or member clubs practice or participate in judo events organised by any other body, such body not being a member of the EJU or the IJF, they do so in the full knowledge that the IJA will not be in anyway responsible or liable to them for any loss, damage, or injury caused to such member of the of the Irish Judo Association as a result of that participation, nor will such member be covered by any insurance policy as may be in place with the association and in respect to its member to member cover

**19. Structure of the Association**

For organisational purposes the structure of the Association may be considered as set out hereunder: -

**20.1 National - Executive Board**

(a) The National Executive Board comprises of 8 executive members. 4 members to be elected at Annual General Meeting, with the 4 elected members being the Executive Officers, who are deemed to be the Management Committee which is responsible for the day-to-day running of the Association and shall be the President, the Vice-President, the Honorary General Secretary and the Honorary General Treasurer, and 4 members, being the chairpersons of the Provincial Council's. The 4 persons to comprise the Management Committee shall be elected at an Annual General Meeting and shall hold office for a period of four years, such period of office to coincide with the Olympic cycle. Any member seeking election must be proposed by a compliant Ordinary/University Club Member and seconded by another compliant Ordinary/University Club Member. The chairpersons of the Provincial Councils will be elected annually at the Province's AGM.

(b) A Sports Director will be appointed by the Executive Board. This appointment will be made annually. The position of Sports Director is defined as a non-executive member of the Board, in that they serve in an advisory capacity only. A "Women in Judo Commissioner" will be appointed by the Executive Board. This appointment

will be made annually. The position of Women in Judo Commissioner is defined as a non-executive member of the Board, in that they serve in an advisory capacity only

- (c) The maximum any member on the Executive Board can hold the same office is 8 years. An Executive Officer may be elected for two (2) terms of four (4) years (whether consecutive or not) subject to a maximum term of eight (8) years, to any one position. For the purposes of this article, "year" means the period between the conclusion of one Company AGM and the conclusion of the next, or any part of such period
  - (d) All Executive Board Members must abide by the rules and regulations agreed in the Executive Member's Code of Conduct and Executive Board Policy Document
  - (e) The Executive Board shall cause to convene an Annual General Meeting every year, and such meeting or any other meeting may be held at a time and venue as decided by the Executive Board, anywhere on the island of Ireland. Notification of the calling of such a meeting shall be in writing or electronically to the nominated person of each Ordinary Club Member (as notified by that club on the annual renewal of its' membership or on the application for first registration as a new club)
  - (f) The Executive Board may call an Extraordinary General Meeting to be held at a time and venue as decided by the Executive Board, anywhere on the island of Ireland. Notification of the calling of such a meeting shall be in writing or electronically to the nominated person of each Ordinary Club Member (as notified by that club on the annual renewal of its' membership or on the application for first registration as a new club). The purpose and/ or reason for the calling of an Extraordinary General Meeting shall be stated in the form of a resolution
  - (g) The Executive Board are empowered to make or alter byelaws to include but not limited to the Code of Ethical Conduct, and where amended or altered such byelaws shall be in force until the ratification or otherwise of the said byelaw at the next Annual General Meeting
  - (h) The Executive Board, while on official business shall be entitled to their expenses as set down by the Executive Board and shall be submitted to the Treasurer with appropriate vouchers prior to being discharged to the member
  - (i) The sole authority as regards interpretation of the Constitution and the byelaws shall in the first instance be vested in the Executive Board
- 20.2 In addition, the Board shall have power at any time and from time to time, by majority resolution of the Board, to:
- (a) appoint any person to fill a casual vacancy arising amongst the Executive Officers to hold office from the date of such appointment until the expiry of the term of office that would have been served by that Executive Officer where he or she had completed a full term; and/or
  - (b) appoint any person to fill a casual vacancy (or other vacancy, however arising) on the Board, only where such vacancy has not been filled by the relevant Province electing a replacement in accordance with its' procedures, within twenty-eight (28) days from the date of such vacancy arising. Such person so appointed shall sit on the Executive Board until the expiry of the term of office that would otherwise have been served and shall then be eligible for re-election subject to the provisions of these Articles. Any person to be so appointed by the Board must be a compliant member of a compliant Club in the relevant Province



- (c) Subject to the maximum periods of office provided for in these Articles, and to the provisions of the Act, a retiring Executive Board Member shall be eligible for re-election
- (d) No Executive Board Member (including the President) shall be eligible for appointment to any paid executive office in The Association

**21. Provincial Regional Council**

- (a) Each province shall cause the formation of a regional council, with each compliant Ordinary and University member club in that region entitled to have a representative on that Council, provided that the representative is a compliant senior member of the club. The regional council shall have as officers a chairman, secretary and treasurer and such other officers as is necessary for the efficient operation of judo in their region. The regional councils shall assist the Executive Board of the Association to further develop judo in their province
- (b) The chairman of the Provincial Council must be a compliant Senior/Life Member. The other positions may be filled by compliant Senior Members or Life Members, subject only to the *proviso* that the member is fully compliant with the requirements of the type of membership held
- (c) The Provincial Councils shall cause an Annual General Meeting to be called on or before the last day of March in each year and such meeting shall be called in compliance with the Constitution. The minutes of such meetings must be submitted to the Executive Board within seven days of the holding of such a meeting. The minutes of all other meetings held by the Regional Councils are to be submitted to the Executive Board within fourteen days of the holding of such meetings
- (d) The Officers on a Provincial Council must be elected each year. The maximum any individual can hold any one office is 8 years. For the purposes of this article, "year" means the period between the conclusion of one Company AGM and the conclusion of the next, or any part of such period
- (e) The Provincial Council is subject to the control of the Executive Board of the Association as deemed appropriate by the Executive Board in respect to such Council's compliance with the Association's articles of association and rules of this constitution which are concerned with all activities concerning the promotion and development of the sport of judo in their respective province.
- (f) The President of the Association is an ex-officio member the board of all Provincial/Regional Councils.

**22. Subscriptions**

- (a) The annual subscription shall be as decided by the Executive Board from time to time.
- (b) The annual subscription for each member club falls due on the 1<sup>st</sup> January in each year, and in any event, no later than the 31<sup>st</sup> January, save at the discretion of the Executive Board and any late payments may be subject to such penalties as are determined from time to time by the Executive Board
- (c) The annual subscription for each individual member falls due on the 1<sup>st</sup> January in each year, and in any event no later than the 31<sup>st</sup> January save at the discretion of the Executive Board and any late payments may be subject to penalties as are determined from time to time by the Executive Board

- (d) The Executive Board reserves the right to refuse membership and may rescind the membership, of an individual or club or both, if after demand the individual, or club, or both fails, refuses and neglects to discharge such subscriptions as they fall due
- (e) Where the subscription of an individual or club or both has not been discharged, the Executive Board reserves the right to restrict the activities of the individual, or club, or both, until such time as the subscription as is outstanding is discharged
- (f) Membership of the Association shall continue until it is rescinded in writing by the individual, the club, and or the Executive Board, but in any event, where an individual member, or club, has not paid the appropriate subscription for the previous two years, then in the third year, that membership shall be deemed to be rescinded. In any event, it is open to the member or member club to pay the arrears of such membership in order to ensure membership remains valid. Where an individual member or member club has not paid the appropriate subscription that individual or club shall not be entitled the privileges of membership until such time as the outstanding subscriptions have been discharged
- (g) Any individual member, or club, who has not discharged the required subscription on or before the 31<sup>st</sup> January in any given year is deemed to be non-compliant and, as a consequence, are not entitled to vote at that year's AGM, EGM (if held), or Provincial Council AGM; nominate or be nominated for any position on any executive/committee/council; make proposals, resolutions or recommendations

### **23. Competitions**

- 23.1 All competitions held in Ireland shall be run in compliance with the rules of the IJF and the EJU as may be amended from time to time
- 23.2 National Competitions shall be run by the Executive Board, and entry is open to all those participants who, in the case of an open event, are members of the Association or hold a current licence issued by a Federation/ Association, who is a member of the EJU and or the IJF. Where the event is deemed to be closed, entry is confined to those who hold membership of the Irish Judo Association. Where the event is deemed to be restricted, the entry is open to those who are members of the Irish Judo Association, or the Northern Ireland Judo Federation, and any group specifically named by the Executive Board
- 23.3 Any competitions run by the Provincial Councils and or individual clubs, shall be notified to the Executive Board. Special circumstances can be accommodated but only after notice given to the Executive Board and permission granted
- 23.4 All competitions must meet the minimum standards as set out in the IJA Competitions Policy for the level of the event
- 23.5 Selection for representative honours shall be in line with the selection criteria as approved from time to time by the Executive Board. Where an individual, who has not been selected for representative honours as a matter of course wishes to participate in an international event, the permission of the Executive Board must be sought in writing prior to the individual submitting their entry for that event.
- 23.6 Any individual, club or group who wish to participate in a judo competition or event outside of Ireland or the UK must inform the Executive Board in writing prior to the submission of entries for that event to enable the Association to issue a letter of authority

#### **24. Grading Promotion**

All grading promotions shall be strictly adhered to in accordance with the rules of the Association and under the guidance of the IJF and EJU. The rules and regulations of grading promotion are set out in the IJA Grading Promotion Policy and may be amended from time to time by the Executive Board

#### **25. Commissions**

- (a) The Executive Board from time to time will set up a Commission to co-ordinate a particular area within the Association. Each Commission will have a Co-ordinator appointed by the Executive Board who will appoint their committee
- (b) The Co-ordinator of a Commission must report periodically to the Executive Board and present a written report to the Honorary General Secretary each year to be included in the AGM Report
- (c) The Executive Board has the authority to appoint and replace the Co-ordinator of a Commission
- (d) The Co-ordinator of a Commission has the authority to appoint and replace members of the Commission Committee
- (e) The President of the Association has the authority to set up a Commission and appoint a Co-ordinator
- (f) All Commissions will be governed by an Association Policy relevant to them. These policies can be amended time to time by the Executive Board
- (g) The President of the Association is an ex-officio member of all Commissions

#### **26. Anti-Doping Policy**

- 26.1 The anti-doping rules of the Association are the Irish Anti-Doping Rules as published by Sport Ireland and as amended from time to time by Sport Ireland. The Association accepts the right of IJF, EJU, Sport Ireland, the Northern Ireland Sports Council, the Olympic Council of Ireland, or duly authorised representatives of such bodies, to dope test, in accordance with law, any Member both in-competition and out of competition (i.e. un-announced testing)
- 26.2 It shall be a fundamental condition of membership of the Association, in addition to any other provisions concerning membership and the various categories of membership as laid down in these Articles that Members submit to and comply with any dope testing by The Association or any of the bodies referred to in Article 27.1
- 26.3 Members are strictly and solely responsible for ensuring compliance for themselves with the Irish Anti-Doping Rules and/or any other anti-doping rules published by the IJF, the Olympic Council of Ireland, Sport Ireland or the Northern Ireland Sports Council from time to time and Members recognise and agree that The Association has no liability of any kind whatsoever in this regard

#### **27. Safeguarding Policy**

- 27.1 All individual members, clubs, coaches, officials, squads and those associated with the Association must abide by the directions set out in the Association Policy on Safeguarding Children, Young People and Vulnerable Adults
- 27.2 The Irish Judo Association is officially registered with the Garda Vetting Unit and Access NI (PSNI). All Irish Judo Association personnel's (board members, staff, appointed coaches, club coaches and volunteers) engagement with the vetting process is now considered compulsory. This practice is in line with the best safeguards

available to protect the welfare of children and vulnerable adults who come under the jurisdiction of the Irish Judo Association in the course of conducting its' mission

27.3 The Irish Judo Association has determined that there will be a requirement to be re-vetted every 3 years for all relevant personnel

## **28. Ethical Conduct**

28.1 All individual members, clubs, coaches, officials, squads and those associated with the Association must abide by the directions, rules, regulations and procedures set out in the Association's Code of Ethical Conduct. This can be amended from time to time by the Executive Board of the Association.

28.2 All disputes arising out of or in connection with the presents of the IJA Constitution or such regulations as may be introduced from time to time by the Association, after all the procedures set out in the Association's Code of Ethical Conduct have been exhausted, can be referred to Just Sport Ireland (hereinafter "JSI) for resolution in accordance with the JSI Mediation Rules. If the dispute remains unresolved at the conclusion of the mediation process, the dispute shall be referred to JSI for binding arbitration in accordance with the JSI Arbitration Rules. The arbitral award issued by JSI may be appealed exclusively by referral to the Court of Arbitration of Sport (hereinafter "CAS") in Lausanne, Switzerland, within 21 days from receipt of such arbitral award for final and binding arbitration in accordance with the CAS Code of Sports Related Arbitration

## **29. Standing Orders for General Meetings and Meetings of Committees**

29.1 All compliant clubs, through its nominee, are entitled to attend at, speak at, and vote at meetings convened by the Executive Board or Provincial Council provided that the club is represented by a compliant senior member or Life member. There is no voting by proxy at any meeting convened by the Executive Board or Regional Council. The Association will abide by the rules contained in the Companies Act 2014

29.2 The quorum for Executive Board meetings shall be four and for all meetings of the Association to include Annual General Meetings and Extraordinary General Meetings, ten per cent of ordinary member clubs

29.3 The business of the meeting shall be confined to the agenda, save for matters, which at the discretion of the President / Chairman of the meeting are deemed to be urgent

29.4 Save where the meeting may by resolution vary the order of business, so as to give precedence to matters of urgency the order of business shall be: -

- (a) minutes of last meeting
- (b) matters arising
- (c) reports, reading, discussions and acceptance
- (d) notices or resolutions and other items as set out on the agenda

29.5 Notices or resolutions shall be sent in writing to the Honorary General Secretary at least two weeks before Annual General Meeting and at least one week before committee meetings. An agenda shall be forwarded to member clubs two weeks prior to Annual General Meeting. For General Meetings the Executive Board shall have the right to withhold any notice, or resolution, if in their opinion such notice or resolution is irrelevant to the objectives as set out herein, provided that such action shall be reported by the President/Chairman at the General Meeting, and that the item be placed on the agenda if it is the desire of 75% of those present

29.6 The following notices or resolutions shall be moved without notice: -

- (a) that the minutes be confirmed
  - (b) that the reports be received and adopted
  - (c) that any business particulars have precedence
  - (d) that a temporary commission be appointed
  - (e) formal resolution relating to closure, adjournment, and next meeting
  - (f) on a point of order
- 29.7 Resolutions of Annual General Meetings may not be rescinded or varied except upon resolutions duly made on notice. Resolutions of Committee Members may not be rescinded, varied, or the business contained therein discussed within a period of less than six months without the approval of two thirds of the members present
- 29.8 No resolution of which notice appears on the agenda shall be proceeded with in the absence of the proposer and or the seconder, and in such absence the resolution shall be considered withdrawn and shall not be moved without fresh notice and in any case the proposer must open the debate
- 29.9 No nominee of a club shall move more than two amendments upon any resolution, and in any event, the maximum number of amendments to a resolution shall be two. Following the reaching of consensus on the second amendment, the amended resolution shall be put to the meeting by the President/Chairman in reverse order, of which they were originally put
- 29.10 All amendments shall be dealt with separately and must not be a direct negative of the main resolution. Where an amendment is proposed and seconded, discussion shall be confined to that amendment and a vote shall then take place on the amendment. If carried the amended resolution is then to be put to the meeting for further consideration and or amendment and discussion. If the proposed amendment is not carried, the original resolution stands and discussion proceeds
- 29.11 At all Meetings, during debates, speakers must announce their name and club and may not speak on a motion for more than two minutes unless invited to do so by the President/Chairman
- 29.12 The President/Chairman shall have the power to adjourn the meeting, or to settle points of discussion, not otherwise dealt with in Standing Orders, and in any event, on a question of procedure or interpretation of a Standing Order the ruling of the President/Chairman shall be final
- 29.13 Unless a poll is demanded, by either the President/Chairman, or 75% of those members present and entitled to vote, a resolution shall be decided by a show of hands. Resolutions adding to, altering, or rescinding the Constitution or any part thereof shall be decided by a seventy-five per cent majority of voting members present. Where there is equality of votes the President/Chairman shall be entitled to a casting vote
- 29.14 Ordinary Member clubs can call an EGM provided they follow procedures as per The Association Act 2014

### **Breaches of Order**

- 29.15 A member is deemed to be guilty of a breach of order, when: -
- (a) there is a refusal to vote in the case of a division
  - (b) uses objectionable words and refuses to withdraw the comment and apologise appropriately
  - (c) uses offensive words in respect of another member
  - (d) wilfully disturbs the orderly conduct of the business of the meeting
  - (e) disobeys a lawful direction from the Chair

- 29.16 Where a breach of order is deemed to have taken place by the Chair, the member may be requested to leave the meeting and/ or may be suspended from future meetings for a fixed period of time
- 29.17 Where there is a charge of disorderly conduct, the resolution shall be distinctly stated, and a resolution made thereon. The person so accused shall be entitled to proffer an explanation before a decision is recorded. In any event, the accused shall then leave the meeting and await the result of the meeting in regard to the accusation

### 30. **Voting at the AGM/EGM/General Meetings**

- 30.1 The President / Chairperson in the event of a tied vote shall have a casting vote
- 30.2 All compliant Ordinary Clubs and University Clubs shall have the entitlement of being represented at the meeting by a compliant Senior Member or life Member of the Club. (1 vote)
- 30.3 Any compliant Ordinary Club or university Club that has seventy-five or more compliant members, have the entitlement of being represented at the meeting by an additional compliant Senior Member or Life Member of the Club (max 2 votes)

### 31. **Directors**

- 31.1 The Directors, mean the Executive Board of the Association, are not required to retire by rotation
- 31.2 The Directors of the Association shall not be paid salaries by the Association, save where such salary is in respect of professional services rendered by that Director and only insofar as it does not conflict with any regulation or Article
- 31.3 The office of a Board Member shall be vacated *ipso facto* if: -
- (a) in accordance with the requirements as laid down by statute and in particular the 1988 Bankruptcy Act as amended
  - (b) he becomes prohibited from being a director of any company by reason of any order made under any Section of the 2014 Act, as amended or has a disqualification or restriction order under the Companies Act, 2014 made against him
  - (d) he become of unsound mind
  - (e) he resigns his office by notice in writing to the Association
  - (f) he is convicted of an indictable offence unless the Board otherwise determines
  - (g) without the permission of the Board he is absent from three meetings of the Board held during the period after the AGM and the following AGM,
  - (h) he ceases to be a member of the Association
  - (i) he is concerned or interested in or participates in the profits of any contract with the Association other than as a member of any such company, where such interest has not been previously declared
  - (i) at a meeting of the Board specifically convened for that purpose at which not less than 75% of all the Board Members are present, a resolution declaring the office of such Board Member vacated is passed by a majority of not less than 75% of those present and voting thereon

### **Indemnity**

Subject to the Companies Act 2014, every Executive Board Member, and any officer for the time being of The Association shall be indemnified out of the assets of The Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in relation to his acts while acting in such office, in which judgement is given in his favour or

in which he is acquitted, or in connection with any application under the Companies Act 2014 in which relief is granted to him by the court

### **Data Protection**

Pursuant to the provisions of the Data Protection Acts, members consent to the Association obtaining, recording, holding and retaining their personal data (including sensitive personal data) solely for Association purposes, either on its computer or in its' manual filing system, and consent to the use of all such data, including its disclosure to third parties, for the proper and effective management of the Association

### **Interpretation**

In the within Constitution the masculine includes the feminine and neuter genders and *vice versa* and the singular includes the plural and *vice versa*