

**THE CONSTITUTION OF  
THE IRISH TUG-OF-WAR ASSOCIATION**

## INDEX

<b>PART 1: DEFINITIONS AND INTERPRETATION:</b> .....	1
1. <b>DEFINITIONS</b> .....	1
2. <b>INTERPRETATION</b> .....	2
<b>PART 2: COMPOSITION, OBJECTS AND JURISDICTION</b> .....	2
3. <b>COMPOSITION AND OBJECTS</b> .....	3
<b>PART 3: THE EXECUTIVE</b> .....	3
4. <b>THE N.E.C.</b> .....	3
5. <b>THE PRESIDENT</b> .....	4
6. <b>POWERS AND DUTIES OF THE N.E.C.</b> .....	5
<b>PART 4: MEMBERSHIP</b> .....	8
7. <b>STANDARDS OF ELIGIBILITY FOR MEMBERSHIP</b> .....	8
8. <b>WITHDRAWAL, CESSATION, SUSPENSION, EXPULSION OF MEMBERSHIP</b> .....	10
9. <b>OBLIGATIONS OF MEMBERSHIP</b> .....	10
<b>PART 5: MEETINGS</b> .....	11
10. <b>ATTENDANCE AND VOTING AT MEETINGS</b> .....	11
11. <b>SPECIAL MEETINGS</b> .....	11
12. <b>ANNUAL GENERAL MEETINGS</b> .....	12
<b>PART 6: FISCAL PROVISIONS:</b> .....	14
13. <b>FINANCE</b> .....	14
<b>PART 7: DISCIPLINARY PROCEDURES</b> .....	14
14. <b>DISCIPLINARY OFFICER</b> .....	14
15. <b>DISCIPLINARY PANEL</b> .....	15
16. <b>COMPOSITION OF THE DISCIPLINARY PANEL</b> .....	15
17. <b>COMMITTEE PROCEDURES</b> .....	15
18. <b>ENFORCEMENT POWERS</b> .....	16
19. <b>APPEALS</b> .....	17
20. <b>PUBLIC ANNOUNCEMENTS</b> .....	17
21. <b>MULTIPLE INCIDENTS</b> .....	17
22. <b>CONDUCT AND RESPONSIBILITY</b> .....	18
23. <b>TECHNICAL AND PROCEDURAL BREACHES</b> .....	18
24. <b>EXTENSION OF TIME</b> .....	18
<b>PART 8: MATTERS OUTSIDE SCOPE OF DISCIPLINARY COMMITTEE</b> .....	18
25. <b>ANTI DOPING</b> .....	18
26. <b>CODE OF ETHICS</b> .....	19
27. <b>EMPLOYMENT MATTERS</b> .....	19
<b>PART 9: MISCELLANEOUS</b> .....	19
28. <b>PARTNERSHIP</b> .....	19
29. <b>AMENDMENT OF THE CONSTITUTION</b> .....	19
30. <b>DATA PROTECTION</b> .....	19
31. <b>ARBITRATION</b> .....	19

## **PART 1: DEFINITIONS AND INTERPRETATION:**

### **1. DEFINITIONS**

1.1 In this Constitution and in the Appendices hereto, the following expressions shall, unless the context otherwise requires, have the following meanings:-

“Affiliation Fee”	means the affiliation fee payable by Full Clubs and Associate Clubs in accordance with Article 7.2;
“A.G.M.”	means the annual general meeting of the Association;
“Annual Subscription”	means the annual subscription fee payable by Individual Members in accordance with Article 7.3;
“Associate Club”	means the class of membership set out in Article 7.7;
“Association”	means the Irish Tug-of-War Association;
“C.A.S.”	means the Court of Arbitration for Sport;
“Club Member”	means the class of membership set out in Article 7.5;
“Code of Ethics”	means the joint Code of Ethics and Good Practice for Children’s Sport published by the Irish Sports Council and the Sports Council for Northern Ireland in 2000 and as amended from time to time;
“Competition”	means tournaments, championships, competitions and other competitive events under the jurisdiction of the Association;
“Disciplinary Committee”	means the disciplinary committee as selected from the Disciplinary Panel by the chairman of the Disciplinary Panel in accordance with Article 16;
“Disciplinary Officer”	means the registrar and disciplinary officer appointed in accordance with Article 4.8;
“Disciplinary Panel”	means a panel of persons, preferably

	with a legal background or with a sporting background, who need not be members of the N.E.C. or the Association, from which the Disciplinary Committee will be selected;
“Full Club”	means the class of membership set out in Article 7.8;
“Individual Member”	means the class of membership set out in Article 7.6;
“Meeting”	means A.G.M.s and special meetings of the Association;
“National Championship”	means the annual national championship, in which every Full Club and Associate Club is allowed to participate;
“N.E.C.”	means the National Executive Committee of the Association as appointed under this Constitution;
“Rules”	means the rules of Tug-of-War as drafted by the T.W.I.F. and as adapted by the Association;
“Tug-of-War”	means the sport of Tug-of-War and associated disciplines;
“T.W.I.F.”	means the Tug-of-War International Federation.

## **2. INTERPRETATION**

- 2.1 Save and to the extent that the context or the express provisions of this Constitution otherwise require:
- 2.1.1 Any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders;
- 2.1.2 The headings used in this Constitution are included for convenience only and shall not be used in construing or interpreting this Constitution;
- 2.1.3 Reference to any party to this Constitution shall include, where the context permits, a reference to its legal successors and permitted assignees.

## **PART 2: COMPOSITION, OBJECTS AND JURISDICTION**

### **3. COMPOSITION AND OBJECTS**

- 3.1 The Association shall be called the “Irish Tug-of-War Association” and consists of the N.E.C. and the members.
- 3.2 The objects of the Association are:-
- 3.2.1 to act as the governing body for Tug-of-War in Ireland;
  - 3.2.2 to promote and organise Tug-of-War Competitions;
  - 3.2.3 to promote the teaching and practice of Tug-of-War and its ethical values as a life affirming and life enhancing activity;
  - 3.2.4 to strive to ensure that no gender, race, religious, political or other kind of unfair discrimination exists, continues to exist, or is allowed to develop in Tug-of-War in any form, and that all may participate in Tug-of-War, at all levels, regardless of their gender, marital status, family status, sexual orientation, religion, disability, race, membership of the traveller community or any other irrelevant factor;
  - 3.2.5 to take all steps that may be necessary to supervise and enforce the obligations, under the Rules and the Constitution, of members, competitors, coaches or persons in any way connected with the objectives of the Association;
  - 3.2.6 to endeavour to provide a positive and safe environment for all its members;
  - 3.2.7 to maintain the Association as a strong, united, independent and democratic body;
  - 3.2.8 to cooperate and comply with the rules of the T.W.I.F.;
  - 3.2.9 to comply with and enforce the Irish Anti-Doping Rules, as may be published by the Irish Sports Council from time to time and to play a leading role in the fight against doping within Tug-of-War;
  - 3.2.10 to endeavour to comply with the guidelines contained in the Code of Ethics.

### **PART 3: THE EXECUTIVE**

#### **4. THE N.E.C.**

- 4.1 The affairs of the Association shall be administered and managed by and under the control of the N.E.C. in accordance with this

Constitution;

- 4.2 The N.E.C. shall have power to make such decisions as it thinks fit for the well-being of the Association and Tug-of-War that are not inconsistent with this Constitution;
- 4.3 The N.E.C. shall have the same powers of administration, management and control of the property of the Association for the objects of the Association as if they were absolute owners beneficially entitled thereto;
- 4.4 All decisions of the N.E.C. shall be binding upon the members;
- 4.5 The N.E.C. shall consist of not less than eleven and not more than twelve officers as follows:-
  - 4.5.1 president;
  - 4.5.2 president-elect;
  - 4.5.3 secretary;
  - 4.5.4 financial controller;
  - 4.5.5 development officer;
  - 4.5.6 coaching officer;
  - 4.5.7 national team manager;
  - 4.5.8 competitions manager;
  - 4.5.9 registrar;
  - 4.5.10 disciplinary officer;
  - 4.5.11 special projects manager;
  - 4.5.12 public relations officer.
- 4.6 The president-elect, secretary and financial controller shall be elected every two years;
- 4.7 The secretary and financial controller shall serve a two year term and shall serve no more than two consecutive terms, but may be re-elected following a break in service;
- 4.8 Any unelected N.E.C. positions shall be filled by the provinces in accordance with Article 5.6 and these N.E.C. members shall serve a one year term;
- 4.9 The quorum for a meeting of the N.E.C. shall be seven (7).

## **5. THE PRESIDENT**

- 5.1 The principal elected officer of the Association shall be the president;
- 5.2 The elected president will serve as president-elect for the year before taking up the position of president for the following two years;

- 5.3 The president-elect may not hold the position of secretary or financial controller but may hold one of the other officer positions on the N.E.C. and in such case will have all the rights afforded an officer of the N.E.C.;
- 5.4 The president shall not serve more than two consecutive terms, but may be re-elected following a break in service;
- 5.5 In the event of equal voting at a Meeting the president shall have the casting vote;
- 5.6 At the first N.E.C. meeting after each A.G.M., the president shall assign each of the nominees put forward by the provinces to one of the eight unelected officers' positions on the N.E.C..

**6. POWERS AND DUTIES OF THE N.E.C.**

- 6.1 Without prejudice to the generality of the rest of the Constitution, the N.E.C.'s powers shall include the following:-
  - 6.1.1 to investigate, or cause the Disciplinary Officer to investigate, cases of alleged misconduct, alleged breaches of the Constitution or the Rules or any conduct alleged to be detrimental to the interests of Tug-of-War or the Association whether on or off the rope and, other than anti-doping violations, to impose sanctions or penalties on the offending Member, club, player or person as the case may be;
  - 6.1.2 to codify, publish and enforce standards of eligibility for membership of the Association;
  - 6.1.3 to register and codify, publish and enforce standards of eligibility for judges, match officials and coaches;
  - 6.1.4 to codify, publish and enforce standards of eligibility for competing in Competitions;
  - 6.1.5 to levy, charge, collect and receive Annual Subscriptions, levies, fees and other payments from persons whether members of the Association or not and expend the same in furthering any or all of the objects of the Association;
  - 6.1.6 to determine the amount of the Annual Subscription to be paid by members to the Association and the period within which such payments must be made;
  - 6.1.7 to hear and determine an appeal relating to eligibility for membership, such application for membership being made in accordance with Article 7;

- 6.1.8 to make decisions in urgent matters relating to the Constitution and the Rules. Any such decisions may be notified to Members by the Association and shall be reported to the next A.G.M.;
- 6.1.9 to make decisions regarding the interpretation of the Constitution and the Rules. Any such decisions may be notified to the Members by the Association and shall be reported to the next A.G.M.;
- 6.1.10 to adopt and approve the annual budget and the financial forecast presented by the financial controller at the first N.E.C. meeting of the calendar year;
- 6.1.11 to appoint the Association's financial auditors in accordance with Article 13.2;
- 6.1.12 to summon a special meeting of the Association to deal with any special case of great importance requiring an urgent decision;
- 6.1.13 to seek a replacement for any nominee put forward by the provinces who does not perform the tasks assigned to them;
- 6.1.14 to control and apply the finances of the Association and to incur any expenses it may consider necessary to further the interests of the Association and of Tug-of-War;
- 6.1.15 to authorise the purchase, or taking on lease, licence or otherwise any property (real or personal) and to authorise the sale, exchange, disposal, lease, licence, charge, mortgage, or other disposition or dealing with any such property;
- 6.1.16 to borrow or raise money or moneys worth or any sums of money with or without security for any purpose which it considers necessary to further the objects of the Association and to secure the repayment of same on behalf of the Association or its Trustees by mortgage, charge, guarantee, negotiable instrument or otherwise whether over the property of the Association or otherwise;
- 6.1.17 to appoint, and remove from time to time, such sub-Committees as it deems necessary and a Disciplinary Panel and to delegate to such bodies such of its powers and duties as it deems appropriate and necessary;
- 6.1.18 to appoint a T.W.I.F. representative for a four year term and to appoint a substitute T.W.I.F. representative to act when

necessary;

- 6.1.19 to appoint one or more of its members or any other person or persons, whether a body corporate or otherwise, as it may decide to act in legal proceedings in the name of and on behalf of the Association on such terms if any, as it may decide;
  - 6.1.20 to appoint the team manager and coach or coaches for all the international teams and squads;
  - 6.1.21 to determine the procedure for, and nominate, persons charged with and deemed responsible for the selection of all international teams and squads;
  - 6.1.22 to decide on the criteria for determining the qualifications which shall govern the eligibility of players for membership and selection on an international team;
  - 6.1.23 to decide and determine any issue arising on the matter of eligibility in its absolute discretion.
- 6.2 Without prejudice to the generality of the rest of this Constitution, the N.E.C.'s duties shall include the following:-
- 6.2.1 to oversee and supervise the objects of the Association set out in Article 3.2;
  - 6.2.2 to ensure the execution of all decisions taken at the Annual General Meeting;
  - 6.2.3 to support members requiring assistance in administration, marketing, anti-doping education, sports medicine and the training of coaches, judges or technical officials;
  - 6.2.4 to keep an up to date written register of members of the Association at the registered office of the Association;
  - 6.2.5 to furnish Full Club and Associate Club members with a copy of the Constitution and a copy of the Rules on being admitted to the Association;
  - 6.2.6 to represent the interests of its members with government departments and any other bodies and organisations whose functions are complementary to the Association;
  - 6.2.7 to foster and develop links with other international federations and non-governmental organisations in the interests of sport in general, and Tug-of-War in particular, at all levels throughout the world.

## **PART 4: MEMBERSHIP**

### **7. STANDARDS OF ELIGIBILITY FOR MEMBERSHIP**

- 7.1 Membership of the Association shall be confined to bona-fide Tug-of-War clubs and individuals;
- 7.2 There shall be an Affiliation Fee for Full and Associate Club membership of the Association and this shall be paid in advance before the 31<sup>st</sup> of January of each year;
- 7.3 An Annual Subscription shall be paid by Individual Members of the Association and this shall be paid before the 31<sup>st</sup> of January of each year;
- 7.4 There shall be four (4) classes of membership available. These are:-
  - 7.4.1 Club Members;
  - 7.4.2 Individual Members;
  - 7.4.3 Associate Club members;
  - 7.4.4 Full Club members;
- 7.5 Persons who are affiliated to a particular club and who have signed the affiliation form of that club shall be eligible for membership as Club Members;
- 7.6 Persons who wish to be associated with the affairs of the Association shall be eligible for membership as Individual Members;
  - 7.6.1 Persons who wish to become Individual Members of the Association shall request an Individual Member application form in writing from the Secretary of the Association.;
  - 7.6.2 An application for membership as an Individual Member must include the following:-
    - 7.6.2.1 the completed Individual Member application form;
    - 7.6.2.2 the Annual Subscription fee;
    - 7.6.2.3 a formal undertaking to observe and abide by the Constitution and the Rules;

- 7.6.3 Any person that is refused membership as an Individual Member shall have a right of appeal to the N.E.C., whose decision shall be final and binding on the applicants;
- 7.7 Clubs that wish to affiliate to the Association and become Associate Club members shall request an Associate Club membership affiliation form in writing from the Secretary of the Association;
- 7.7.1 An application for Associate Club membership of the Association shall be submitted in writing during the month of January to the Secretary of the Association;
- 7.7.2 An application for Associate Club membership must include the following:-
- 7.7.2.1 the completed Associate Club membership application form;
  - 7.7.2.2 the Annual Subscription fee;
  - 7.7.2.3 a formal undertaking to observe and abide by the Constitution and the Rules;
- 7.7.3 Any Club that is refused Associate Club membership shall have a right of appeal to the N.E.C., whose decision shall be final and binding on the applicants;
- 7.7.4 A Club which is accepted as an Associate Club member during the year shall apply for Associate Club membership again in January of the following year and the preceding period shall not count towards the mandatory two year period referred to in Article 7.8;
- 7.8 Clubs which have been Associate Club members for a continuous two (2) year period and which have competed in six National Championships during that continuous two (2) year period shall be eligible for Full Club membership;
- 7.8.1 Associate Club members that wish to become Full Club members may do so by requesting a Full Club membership application form in writing from the Secretary of the Association;

7.8.2 An application for Full Club membership of the Association may be submitted at any time for membership in the following calendar year to the Secretary of the Association;

7.8.3 The application for Full Club membership must include the following information:-

7.8.3.1 the completed Full Club membership application form

7.8.3.2 the Annual Subscription fee;

7.8.3.3 a formal undertaking to observe and abide by the Constitution and the Rules;

7.9 Membership of the Association shall be personal to the member and shall not be transferable by act of the member or by operation of law.

## **8. WITHDRAWAL, CESSATION, SUSPENSION, EXPULSION OF MEMBERSHIP**

8.1 Any member of the Association may withdraw its membership at the end of any calendar year, provided that it has submitted to the Secretary at least one (1) months notice in writing of its intention to do so and provided the member has settled all outstanding fees or other monies payable to the Association;

8.2 Membership shall automatically cease in the event that a member fails to pay any Annual Subscription, for which the member becomes liable whilst a member within the period within which such payments must be made, as laid down by the N.E.C.;

## **9. OBLIGATIONS OF MEMBERSHIP**

9.1 All members shall:-

9.1.1 respect and further the objects set out in Article 3.2;

9.1.2 comply with the Constitution and the Rules;

9.2 Without prejudice to the generality of the rest of this Constitution, all Full Clubs and Associate Clubs shall submit to the Association, within the first three months of each year, an annual report which shall include the following information:-

- 9.2.1 the Member's address, telephone, fax, e-mail, etc;
  - 9.2.2 a list of principal officers;
  - 9.2.3 a list of active membership of the Club (pullers, coaches, officials, etc); and
  - 9.2.4 major competitions held during the year (senior, junior, men, women, etc);
- 9.3 Sanctions shall be imposed on members who fail to meet the deadline for submitting the annual report to the Association and fail to supply the report within a reasonable period of time of receiving a written reminder to do so.

**PART 5: MEETINGS**

**10. ATTENDANCE AND VOTING AT MEETINGS**

- 10.1 Any member of the N.E.C. shall be entitled to attend a Meeting of the Association;
- 10.2 Club Members and Individual Members shall have the right to attend Meetings;
- 10.3 A Club Member shall have the right to speak at Meetings only as a delegate of an Associate Club member or a Full Club member;
- 10.4 A Club Member shall have the right to vote at Meetings only as a delegate of a Full Club member;
- 10.5 The Secretary of each Full Club and Associate Club member shall send to the president at least seven days before the date of a Meeting the names and addresses of the delegates appointed to attend that Meeting and of any substitute who may be called upon to attend if a delegate originally appointed cannot be present at the meeting;
- 10.6 No Full Club or Associate Club shall be entitled to send delegates to a Meeting unless the Association shall have received from it the Affiliation Fee required by Article 7.2;
- 10.7 The auditors appointed to audit the accounts of the Association may be invited to attend an A.G.M by the N.E.C..

**11. SPECIAL MEETINGS**

- 11.1 A special meeting of the Association shall be convened by the

president on his being instructed to do so by the N.E.C., or on his receiving a requisition to do so by the signed secretaries of not less than one third of the Full Member clubs, (the requisition stating that the said clubs have in annual or special meetings of each such club resolved to request a special meeting of the Association) and a statement of the reason for which such special meeting is desired; provided that the said fee may be returned if the N.E.C. so directs in its absolute discretion;

- 11.2 The date and place of a special meeting of the Association shall be determined by the N.E.C.;
- 11.3 Notice of any special meeting shall be sent by the secretary to the members of the Association at least twenty one (21) days before the date on which such a meeting is to be held;
- 11.4 The quorum for a special meeting of the Association shall be one third of the Full Club members;
- 11.5 A special meeting of the Council may be adjourned to such date and place as the meeting shall direct;
- 11.6 Special meetings shall be conducted in accordance with the standing orders of the Association.

## **12. ANNUAL GENERAL MEETINGS**

- 12.1 The A.G.M. of the Association shall be held during the first quarter of each year on such day as the N.E.C. shall decide;
- 12.2 A.G.M.s shall be conducted in accordance with the standing orders of the Association;
- 12.3 Notice of the A.G.M. of the Association, shall be sent by the secretary to the members of the Association at least twenty one (21) days before the date on which such a meeting is to be held;
- 12.4 The accounts of the Association shall be audited and an abstract thereof printed and furnished to each Associate and Full Club;
- 12.5 The quorum for an A.G.M. of the Association shall be one third of the Full Club members;
- 12.6 An A.G.M. may be adjourned to such date and place as the Meeting shall direct;
- 12.7 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 A.G.M. The chairman of the meeting shall declare the result of the ballot to be, and after any

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

12.8 The Association shall at each A.G.M. or at any adjournment thereof transact the following business:-

12.8.1 Consider and approve, with or without amendment, the minutes of the previous meeting;

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

12.8.3 Elect N.E.C. members in accordance with Article 4.6;

12.8.4 Consider, with or without amendment, accept or reject any amendment or alteration to the Constitution duly proposed and of which due notice shall have been given in accordance with Article 29;

12.9 The Association may at any A.G.M. or adjournment thereof transact in accordance with these Laws any business relating to the affairs of the Association and in particular (without prejudice to the generality of this paragraph) may:-

12.9.1 Receive a report from the president and adopt or make any order or amendment that may be appropriate in regard to same;

12.9.2 Adjudicate on all matters submitted by any Member;

12.9.3 Set aside or amend any adjudication, interpretation, or decision made by the N.E.C.;

12.9.4 Make any interpretation of the Constitution as it shall consider appropriate;

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

## **PART 6: FISCAL PROVISIONS:**

### **13. FINANCE**

- 13.1 The N.E.C. may delegate, in its supervision of the activities of the Association, the authority to act in urgent financial matters to the president or the financial controller, as appropriate. In such a case, the N.E.C. must be informed at the earliest opportunity of any action that is taken pursuant to such delegated authority;
- 13.2 The complete set of financial accounts and records of the Association shall be audited by an outside accounting firm of good standing which shall be appointed by the N.E.C. for a fixed term of four years subject to earlier termination by the N.E.C. at any time. The auditors will be required to deliver a report to the N.E.C. on an annual basis in the form of a true and fair audit of the Association's finances;
- 13.3 In the event of the dissolution of the Association for any cause or purpose, all funds and assets remaining after due settlement of all liabilities and claims shall be apportioned and distributed amongst such other charitable institution or institutions, having objectives similar to the objectives of the Association, in such proportions as the N.E.C. may determine but subject to the express condition that such funds and assets may only be applied in a manner consistent the objects of the Association;
- 13.4 The N.E.C. shall maintain in the name of the Association such bank accounts as it deems necessary;
- 13.5 The person or persons authorised to operate these accounts, to sign cheques and to make other payments in respect of them shall be as determined by the N.E.C. from time to time;
- 13.6 The persons so authorised shall keep account of all receipts and disbursements for which they are responsible;
- 13.7 These provisions shall be reviewed by the N.E.C. at least once a year including immediately following the AGM;

## **PART 7: DISCIPLINARY PROCEDURES**

### **14. DISCIPLINARY OFFICER**

- 14.1 The functions of the Disciplinary Officer shall be:-
  - 14.1.1 to receive disciplinary reports and complaints and to investigate as instructed by the N.E.C.;
  - 14.1.2 to present a case arising out of a report or complaint before the Disciplinary Panel and to communicate any decision of a

Disciplinary Panel to the relevant parties;

- 14.1.3 to advise the N.E.C. of the names of persons suitable to act on the Disciplinary Committee for the Disciplinary Panels.

## **15. DISCIPLINARY PANEL**

- 15.1 The Disciplinary Panel shall hear disciplinary cases relating to cases of alleged misconduct, alleged breaches of the Constitution or the Rules, any conduct alleged to be detrimental to the interests of Tug-of-War or the Association whether on or off the rope, or any other matter referred to it from time to time by the Disciplinary Officer, other than alleged anti-doping violations (see Article 25), alleged breaches of the Code of Ethics (see Article 26) or matters of employment law (See Article 27).

## **16. COMPOSITION OF THE DISCIPLINARY PANEL**

- 16.1 The N.E.C. shall appoint:-
  - 16.1.1 The Disciplinary Committee;
  - 16.1.2 The chairman of the Disciplinary Committee, who shall be a member of the N.E.C.;
- 16.2 The chairman of the Disciplinary Committee shall select the Disciplinary Panel to hear the disciplinary case. The chairman may select one person to serve as the Disciplinary Panel if he thinks it is appropriate, otherwise he shall select three, appointing one as chairman of the Disciplinary Panel;
- 16.3 The Disciplinary Panel shall not include any person with a direct interest in the issue under consideration.

## **17. DISCIPLINARY PANEL PROCEDURES**

- 17.1 The Disciplinary Panel (or chairman thereof if it is a three person Disciplinary Panel) shall confirm to the parties involved the date, time and place at which the hearing will take place;
- 17.2 Any objection to the composition of a Disciplinary Panel shall be made not later than forty eight (48) hours before the date of the hearing, failing which any objection shall be deemed to have been waived. However, if the composition of the Disciplinary Panel has not been notified to the parties or it has been changed, so that it is not practicable to object forty eight (48) hours before the hearing, the objection may be made at the commencement of the hearing;
- 17.3 The Disciplinary Panel shall be entitled to determine any pre-hearing procedural or evidential issues or disputes. The Chairman of a three

person Disciplinary Panel may determine such issues without recourse to the other members of the Disciplinary Panel;

- 17.4 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;
- 17.5 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;
- 17.6 The Disciplinary Panel shall be entitled to postpone or adjourn a hearing at his own discretion;
- 17.7 All proceedings before a Disciplinary Panel shall be in private unless otherwise decided by the Disciplinary Panel;
- 17.8 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;
- 17.9 The Disciplinary Panel has the power to impose a penalty or take such action as it deems appropriate in all the circumstances;
- 17.10 The Association or other person alleging the misconduct or breach must establish the alleged violation to the comfortable satisfaction of the Disciplinary Panel;
- 17.11 At any hearing, the absence of any party or witness shall not, of itself prevent the Disciplinary Panel from hearing and determining the matter;
- 17.12 Where a Disciplinary Panel requests a club, player 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;
- 17.13 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.

## **18. ENFORCEMENT POWERS**

- 18.1 Where there is a breach or non-observance of any Rule, misconduct or any other disciplinary matter or non-compliance with any decision of a N.E.C. or in anything else considered to be detrimental to the best interests of Tug-of-War or the Association, whether on or off the rope, 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, player or person as the case may be:-

- 18.1.1 a caution, a warning as to future conduct, or a reprimand;
- 18.1.2 a fine;
- 18.1.3 the requirement to replay fixtures at such time and at such venue as is thought fit;
- 18.1.4 the forfeiture of, or the granting to, another club or clubs of the competition points for a match;
- 18.1.5 the deduction of competition points;
- 18.1.6 the suspension or expulsion of the club player or person for such period as may be deemed appropriate;
- 18.1.7 such other penalty or sanction as may be deemed appropriate.

## **19. APPEALS**

- 19.1 All decisions issued by the Disciplinary Panel may be appealed exclusively by referral to Just Sport Ireland, within 14 days from receipt of such decision, for binding arbitration in accordance with the Just Sport Ireland Arbitration Rules. The arbitral award issued by JSI may be appealed exclusively by referral to the Court of Arbitration for Sport (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.

## **20. PUBLIC ANNOUNCEMENTS**

- 20.1 The Disciplinary Officer may publish the decisions of the Disciplinary Panel 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;
- 20.2 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;
- 20.3 Until such time as a decision is published, all parties shall treat the proceedings and the decision itself as confidential.

## **21. MULTIPLE INCIDENTS**

- 21.1 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.

**22. CONDUCT AND RESPONSIBILITY**

- 22.1 Clubs participating in matches are responsible and accountable for the conduct of their players, officials, members and supporters;
- 22.2 Clubs, players, officials and members must ensure:-
- 22.2.1 that matches are played in accordance with disciplined and sporting behaviour;
- 22.2.2 that none of club's players, officials nor members engage in any acts or acts of misconduct;
- 22.3 For the avoidance of doubt, a club or player may be sanctioned for misconduct even if a referee has already penalised one or more players for his or their conduct during a match.

**23. TECHNICAL AND PROCEDURAL BREACHES**

- 23.1 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.

**24. EXTENSION OF TIME**

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

**PART 8: MATTERS OUTSIDE SCOPE OF DISCIPLINARY COMMITTEE**

**25. ANTI DOPING**

- 25.1 The Association condemns the use of prohibited substances or methods, a practice generally known as doping, in sport.
- 25.2 The rules of the Association regarding doping are the Irish Anti-Doping Rules as adopted by the Irish Sports Council on 2<sup>nd</sup> February 2004 and which came into force on 1<sup>st</sup> June 2004, as amended from time to time.
- 25.3 The rules contained in said Irish Anti-Doping Rules shall have effect and be construed as rules of the Irish Tug of War Association.

**26. CODE OF ETHICS**

- 26.1 Matters involving an alleged breach of the Code of Ethics shall be handled by the Irish Sports Council in accordance with the practice and procedures of the Code of Ethics.

**27. EMPLOYMENT MATTERS**

- 27.1 Matters involving any employment related issues shall be dealt with in accordance with the Association's grievance and disciplinary procedures and guidelines.

**PART 9: MISCELLANEOUS**

**28. PARTNERSHIP**

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

**29. AMENDMENT OF THE CONSTITUTION**

- 29.1 No amendment or alteration to the Constitution shall be considered by the Association unless it shall have been proposed by either (i) the N.E.C. or (ii) any Full Club members, and unless notice thereof shall, except in the case of an amendment or alteration proposed by the N.E.C., have been sent in writing to the president at least twenty one (21) days before the Meeting at which such amendment or alteration is intended to be proposed.
- 29.2 No part of the Constitution shall be altered, rescinded or added to without the consent of at least two-thirds of the members present and voting at a Meeting.

**30. DATA PROTECTION**

- 30.1 Pursuant to the provisions of the Data Protection Acts 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 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 management of the Association.

**31. ARBITRATION**

- 31.1 Any dispute arising between the members of the Association or between the members of the Association and the N.E.C. or between the

N.E.C. members in connection with this Constitution or the Rules shall first be the subject of negotiations between the parties;

- 31.2 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 JSI may be appealed exclusively by referral to the Court of Arbitration for Sport (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.