

Takemusu Aikido Society

# CONSTITUTION

13 October 2023

1. Name of Club:

1.1 The name of the Club shall be the “Takemusu Aikido Society” hereafter referred as the “Club”.

2. Main and Subsidiary Objects:

2.1 The main object for which the Club is established (the “Main Object”) is to promote and develop the art of aikido in Ireland, for and on behalf of the Club and its’ members.

2.2 As objects incidental and ancillary to the attainment of the Main Object, the Club shall have the following subsidiary objects:

- (a) Develop the art and practice of aikido in Ireland by facilitating those wishing to learn, participate in and practice aikido 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 art.
- (d) Foster good relations as between the member clubs and members of the Club and to foster relations as between the Club and other aikido Clubs and Federations.
- (e) To organise and regulate the art of aikido in Ireland, by assisting with the development of aikido, through effective communication with existing clubs as to developments in techniques and best practice, which enhances the ethos and ethics of aikido.
- (f) To provide, or assist with, the provision of exhibitions, lectures, meetings, conferences, seminars, classes and workshops, which would facilitate the development of the art of aikido in line with best practice.
- (g) Ensure a clear and transparent system of promotion for all aikidoka in their chosen field of interest.
- (h) To respect and protect the interests of the Club both nationally and internationally.
- (i) 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.

- (j) To protect the interest of the members as and when required and to discourage such abuses in whatever format as may be connected with aikido in Ireland.

### 3. Powers

The Club shall have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

- 3.1 To receive and dispense such monies as are necessary to ensure the objectives of the Club are upheld, to trade in such goods and services as promote and benefit the art of aikido 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 Club.
- 3.2 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 Club and to utilise any property of the Association by entering into such transactions as may benefit the Club.
- 3.3 To engage in such financial arrangements as is necessary to attain the objectives of the Club.
- 3.4 To make application on behalf of the Club to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 3.5 To open one or more bank accounts and to draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 3.6 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 Club's principal objects.
- 3.7 To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of and to develop and deal with all or any part of the property of the Club.
- 3.8 To borrow and raise money in such manner as may be considered expedient, and for the purpose of securing any debt or other

obligation of the Club to mortgage or charge all or any part of the property of the Club, present or future.

- 3.9 To discharge the lawful debts of The Club as arise from time to time be they to a corporation or individual for services rendered.
- 3.10 To discharge such remuneration as is due to any employees of the Club and to account to the Revenue Commissioners, and/ or their successors in accordance with the current legislation.
- 3.11 To ensure the Club at all times holds the requisite insurance necessary to protect the interests of the Club, its' members, and its' employees, and to indemnify the Club against claims by reason of any such risk or accident and to pay such premiums as from time to time fall due.
- 3.12 To do all acts necessary to ensure the Club is properly constituted and incorporated in Ireland and is recognised in any part of the world.
- 3.13 To ensure that the Club is properly represented throughout the world.
- 3.14 To do all such other things as the Club may deem to be incidental or conducive to the attainment of the above objects or any of them.
- 3.15 To adopt, publish, amend and administer standards of eligibility for membership of the Club, and for competing in events promoted by the Club as may be determined by the Club, 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 Club, and to govern members, including competitors and/or coaches or persons in any way connected with the objectives of the Club.
- 3.16 To levy, charge, collect and receive subscriptions, levies, fees and other payments from members of the Club and expend the same in furthering all or any of the objects of the Club or providing for the expenses of the Club.
- 3.17 To do all such other lawful things as the Club may think incidental and conducive to the foregoing Main Object.

#### 4. Rules

##### 4.1 Club Membership

The Club aims to be affiliated to the Aikikai Foundation, the International Aikido Federation and to such other bodies as are affiliated to the promotion of Aikido in Ireland and worldwide, and shall conform to their statutes and regulations as applicable

#### 4.2 Individual membership

Individual membership, irrespective of classification, applies to individuals who are a member of any Club's branch and provided that:

- (a) formal application is made to the Club
- (b) every member shall, further, to the best of their ability, the objectives, interests and influence of the Club and shall observe all bye-laws, rules and standing orders of the Club, made pursuant to the powers hereinafter contained
- (c) the members appropriate fee is paid to the Club
- (d) membership shall automatically cease on any member's death, winding up or dissolution
- (e) 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
- (f) without prejudice to the provisions of Article 11.5 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 Club, or render that Member unfit to remain a Member of the Club, 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 Club, 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

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

#### 4.3 Categories of Individual Membership

- (a) Regular Membership. All members over 18 years old. This also applies to those irrespective of age have been awarded a Dan grade.
- (b) Junior Membership applies to those individuals who have not attained the age of 18 years old and have reached the age of 14 years old
- (c) Child Membership applies to those individuals who have not attained the age of 14 years old

#### 4.4 Regular 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:

- (a) to participate in all events conducted under the rules and regulations of the Club
- (b) be selected for representative honours both nationally and internationally, such selection to be approved by the Executive Board
- (c) 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 Club from time to time

#### 4.5 Junior and Child Memberships are privileges limited to participation in events suitable for Junior and Child member conducted under the rules and regulations of the Club

#### 4.6 Members' Rights and Obligations

- (a) Every member has the right to practice Aikido in a safe manner under the guidance of a qualified instructor.

- (b) Every member has the obligation to be willing to practice with any other member without regard for race, gender, age, creed or sexual orientation
- (c) Every member must pay due regard to the safety of their partner and people around them during the practice.
- (d) Every practising member has the obligation to follow any reasonable instruction given by the teacher while on the mat.
- (e) The instructor has the right to ask anyone to leave the mat if they are deemed to be practising in a way that is considered dangerous, aggressive, or intimidating to others.

#### 4.7 Liability of members

The liability of the members is limited and every member of the Club undertakes to contribute to the assets of the Club in the event of same being wound up while he is a member of the Club and includes the period of 12 months following that member ceasing to be a member, for the payment of debts and liabilities of the Club 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)

#### 4.8 Governing Executive Committee

- (a) The number of the Executive Members shall be not less than three (3) and unless and until determined by the Club in general meeting, not more than five (5). The first Executive Members shall be:

*Raman Bekarevich, Jan Toth, Stefania Villanacci*

- (b) No remuneration shall be payable to any of the Executive Members in respect of his/her services as Executive Member or on any committee of the Executive. The Executive Members may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Executive or any committee of the Executive or general meetings of the Club or otherwise in connection with the business of the Club.
- (c) The business of the Club shall be managed by the Executive, who may exercise all such powers of the Club as are not by these Constitution required to be exercised by the Club in

general meeting, subject nevertheless to the provisions of these Constitution and to such directions as the Club in general meeting may give. No such direction given by the Club in general meeting shall invalidate any prior act of the Executive which would have been valid if that direction had not been given.

- (d) All cheques and other negotiable instruments and all receipts for moneys paid to the Club shall be signed, endorsed or otherwise executed by such person or persons and in such manner as the Executive shall from time to time by resolution determine.
- (e) The Club shall keep minutes:
  - (i) of the names of the Executive Members present at each meeting of the Executive and of any committee of the Executive;
  - (ii) of all resolutions and proceedings at all meetings of the Club and, of the Executive Members and of committees of the Executive.

#### 4.9 Proceedings of the Executive

- (a) The Executive may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the chairperson shall have a second or casting vote.
- (b) The quorum for meetings of the Executive may be fixed by the Executive and, unless so fixed, shall be three (3).
- (c) If their number is reduced below the necessary quorum, the continuing Executive Member(s) may act for the purpose of increasing the number of Executive Members to that number or of summoning a general meeting of the Body, but for no other purpose.
- (d) If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Executive Members present may choose one of their number to be chairperson of the meeting.
- (e) The Executive may delegate any of its powers to committees consisting of such member or members of the Executive and such other persons as they think fit, and any committee so



formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Executive.

- (f) The Executive may appoint the chairperson of any committee; if no such chairperson is elected, or if at any meeting of a committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.
- (g) A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and when there is an equality of votes, the chairperson shall have a second or casting vote.

#### 4.10 General Meetings

- (a) The Club shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Executive and shall specify the meeting as such in the notices calling it provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual general meeting. The business of the annual general meeting shall include: (a) consideration of the annual accounts; (b) consideration of the annual report; (c) the election and re-election of Executive Members.
- (b) All general meetings other than annual general meetings shall be known as extraordinary general meetings.
- (c) The Executive may convene an extraordinary general meeting. If, at any time, there are not sufficient Executive Members capable of acting to form a quorum of Executive Members, any Executive Member may convene an extraordinary general meeting.
- (d) The quorum for general meetings shall be two thirds of committee members.
- (e) The chairperson of the Executive shall preside as chairperson at every general meeting of the Club, or if there is no such chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is

unwilling to act, the Executive Members present shall elect one of their number to be chairperson of the meeting.

- (f) If at any meeting no Executive Member is willing to act as chairperson or if no Executive Member is present within 15 minutes after the time appointed for holding the meeting, the members of the Club present shall choose one of their number to be chairperson of the meeting.
- (g) The chairperson may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (h) Where there is an equality of votes the chairperson of the meeting shall be entitled to a second or casting vote.

#### 4.11 Grading Promotion

All grading promotions shall be strictly adhered to in accordance with the rules of the Club and under the guidance of the Aikikai Foundation and the International Aikido Federation. The rules and regulations of grading promotion are set out in the Takemusu Aikido Club Grading Promotion Policy and may be amended from time to time by the Executive Board

#### 4.12 Anti-Doping Policy

- (a) The anti-doping rules of the Club are the Irish Anti-Doping Rules as published by Sport Ireland and as amended from time to time by Sport Ireland. The Club accepts the right of 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)
- (b) It shall be a fundamental condition of membership of the Club, 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 Club or any of the bodies referred to in Article 19.1

- (c) 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 Olympic Council of Ireland, Sport Ireland or the Northern Ireland Sports Council from time to time and Members recognise and agree that The Club has no liability of any kind whatsoever in this regard

#### 4.13 Safeguarding Policy

- (a) Club promotes 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.
- (b) Club promotes adherence to the Child Welfare and Protection Policies, issued by the relevant regulatory authorities in Ireland and as amended from time to time.
- (c) All individual members, clubs, coaches, officials, squads and those associated with the Club must abide by the directions set out in the Club Policy on Safeguarding Children, Young People and Vulnerable Adults
- (d) All Club personnel engaged in the coaching children, young people and/or vulnerable adults are required to complete Garda Vetting process and Safeguarding Course. 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 Club in the course of conducting its' mission

#### 4.14 Ethical Conduct

- (a) All individual members, clubs, coaches, officials, squads and those associated with the Club must abide by the directions, rules, regulations and procedures set out in the Club's Code of Ethical Conduct. This can be amended from time to time by the Executive Board of the Club.
- (b) All disputes arising out of or in connection with the presents of the Constitution or such regulations as may be introduced from time to time by the Club, after all the procedures set out

in the Club's Code of Ethical Conduct have been exhausted, can be referred to Sport Dispute Solutions Ireland (hereinafter "SDSI") for resolution in accordance with the SDSI Mediation Rules. If the dispute remains unresolved at the conclusion of the mediation process, the dispute shall be referred to SDSI for binding arbitration in accordance with the SDSI Arbitration Rules. The arbitral award issued by SDSI 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

#### 4.15 Data Protection

Pursuant to the provisions of the Data Protection Acts, members consent to the Club obtaining, recording, holding and retaining their personal data (including sensitive personal data) solely for Club 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 Club.

#### 5. Additions, alterations or amendments

No addition, alteration or amendment shall be made to the provisions of the main and subsidiary object(s) 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 previously approved in writing by the Revenue Commissioners

#### 6. Income and Property

The income and property of the Club shall be applied solely towards the promotion of the object (s) as set forth in these Conctitution. No portion of the Club'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 Club. No Executive Member shall be appointed to any office of the Club paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club. However, nothing shall prevent any payment in good faith by the Club of:

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

#### 7. Winding Up

If upon the winding up or dissolution of the Club 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 Club. Instead, such property, shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the Club. 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 Club under or by virtue of the Income and Property Clause hereof. Members of the Club 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. Where the gross annual income exceeds €250,000 the accounts will be audited

#### 9. 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

Signed: \_\_\_\_\_  
Chairperson

Signed: \_\_\_\_\_  
Secretary

Signed: \_\_\_\_\_  
Treasurer

Date: \_\_\_\_\_