

# Constitution of EAA

Charter of European Airsoft Association, Belgium registered international non-profit association

*Note: As a draft document this constitution may be amended by the consent of the committee without formal process until at such point it is agreed as the binding document of the association and signed by the members of the committee. Until such point the committee must make every effort to follow the rules of the unratified document.*

*Red: alterations made since the release of the last draft*

*Draft 1.4 Dated: 29<sup>th</sup> June 2013*

## **Background to this agreement**

The participating national associations have formed an organisation known as the European Airsoft Association (EAA) which they desire to be regulated according to the following terms and conditions.

These are the terms of the agreement:

## **Articles**

1. Mission
2. Core agreement
3. Subscriptions
4. Membership
5. Resignation, suspension and expulsion
6. Management of Association
7. Powers of Committee
8. Annual General Meeting
9. Election of Officers
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11. Quorum at Meetings
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16. Entire understanding
17. Notices and service
18. Miscellaneous matters
19. Dispute resolution
20. Successors
21. Jurisdiction

## **Definitions**

These definitions apply unless the context requires a different interpretation:

<b>'EAA'</b>	The European Airsoft Association
<b>'Member'</b>	a national association, federation or suchlike with full membership status within the EAA
<b>'Representative'</b>	: The head of a national association or other person delegated by the member.
<b>'Probationary Member'</b>	An applicant national association which is not able to meet the requirements of full EAA membership
<b>'AGM'</b>	Annual General Meeting of the association.
<b>'EGM'</b>	Extraordinary General Meeting of the association.
<b>'Association Year'</b>	the period beginning 1st January and ending 31 <sup>st</sup> December
<b>'Executive Committee'</b>	The following persons, i. The President ii. The representatives
<b>'The President'</b>	: The current EAA President
<b>'The Committee'</b>	: The combined EAA member representatives
<b>'Officer of the Association'</b>	: Any member of the executive committee
<b>'Airsoft Replica'</b>	: An imitation or replica firearm capable of discharging non metallic BBs at sub lethal velocity
<b>'Airsoft Skirmishing'</b>	: The use of Airsoft replicas in organised sporting, military and law enforcement scenarios.
<b>'The Hobby'</b>	: Airsoft skirmishing, other airsoft based activities and activities which support or contribute to airsoft.
<b>'Players'</b>	: Participants in the hobby
<b>'The Rules'</b>	: The terms and conditions of this agreement.

## **Article 1. Mission**

### **Aims**

- To ensure that the hobby is able to continue in Europe into the future and without unnecessary restriction.
- To enhance the enjoyment of the hobby for players residing in Europe.
- To enhance and encourage professionalism and democracy in European national airsoft associations, and increase participation.

- To enable European national associations to communicate and collude
- To encourage unity amongst airsoft players, regardless of national borders
- To help the European airsoft industry thrive
- To help realise friendships and community spirit amongst all airsoft players in Europe, regardless of nationality, **race or religion**.

## **Objectives**

- To encourage all European airsoft associations to support and become members of the EAA.
- To ensure that all members abide by an approved constitution.
- To represent the hobby to the institutions and bodies of the European union
- To allow players to have their opinions, interests and objectives for the hobby and the association to be taken into account via a democratic process.
- To enable players and organisers to link up and enable participation in local, regional and international events.
- To promote the hobby as a positive activity to the general public by responding to negative depictions of airsoft skirmishing and equipment in the media and proactively promoting the hobby.
- To educate players as to safe use of airsoft replicas on and off of the field.
- To ensure players, shops and organisers adhere to the law and encourage ethical and responsible conduct.
- To spread awareness of the associations and its aims.
- To encourage transnational gaming and competition
- To maintain a positive relationship with non European airsoft associations which share our values.

## **Article 2. Core Agreement**

- 2.1 Members agree to the terms of this agreement once they have submitted their application for membership.
- 2.2 This agreement is not intended to form a partnership.
- 2.3 Each of the members from herein, enter into contract with each other to promote and represent the interests and the views of the EAA, especially in relation to action and intended action by the general media and the European Union or any of its agents.

## **Article 3. Subscriptions**

- 3.1 The member's annual subscription fee, if any, shall be determined at the AGM. Current subscription prices shall be set out in the schedule of subscription and updated whenever the fee changes.
- 3.2 All payments for subscriptions are due on upon approval of application to join the EAA and before the renewal date. Any member who has not paid their subscription by the due date shall be disqualified from the EAA until the subscription for that year has been paid.

## **Article 4. Membership**

- 4.1 **Boundaries**  
Only national associations **geographically located in Europe are eligible for membership.**
- 4.1.1 If any doubt is raised regarding the eligibility of associations on the periphery of Europe, the decision will be subject to a committee vote.
- 4.2 Membership is not available to individuals, teams or other bodies which represent airsoft on less than a national level.
- 4.3 Multiple members from each state are allowed but it is preferred that only one member joins from each state. If multiple associations exist in a state it is preferred that they form a federation or council together, the federation or council would become a member itself and send a representative.
- 4.4 **Conditions of Membership**  
All members must meet the following criteria;
- 4.4.1 Members must abide by and openly publish a constitution or charter.
- 4.4.1.1 The constitution will be reviewed on application by the general committee and the committee may request its amendment at any time. **This does not necessarily have to be made available in English.**
- 4.4.1.2 When members amend their constitution a copy must be submitted to the President for review.
- 4.4.1.3 Members are also encouraged to issue a code of conduct to their members.
- 4.4.2 Members must hold an election for the governing body and/or head of the association. and must hold elections at least once every 5 years.
- 4.4.2.1 At least one election must be conducted before becoming a member.
- 4.4.3 National associations must be open to all applicable residents (i.e. membership of a national association cannot be selective or restricted within its constituency)  
And;
- 4.4.4 Members must be able to claim reasonable support from the community that it wishes to represent.
- 4.4.4.1 The definition of 'reasonable support' will be decided on a case by case basis by the committee. This criteria is intended to exclude associations which are supported by only a small group of people.
- 4.5 **Application for Membership**  
On formal application, all applicable documents including fiscal reports, official documents and minutes must be submitted to the president, with a formal letter of application signed by the head of that association **and the Member Representative (if they are not the same person).** This application will be reviewed and submitted to the general committee for approval.
- 4.5.1 On approval of the application the Member must sign a formal agreement which will be countersigned by the President. It must retain a copy for its own records.
- 4.6 **Provisional Membership**  
Any applicant who does not meet the criteria for membership may apply for provisional membership.

- 4.6.1 The Member representative must apply to the President in writing for provisional membership, which may be issued without reference to the general committee
- 4.6.2 Provisional members must meet the criteria for full membership within one year of receiving provisional membership status.
- 4.6.2.1 Members of the steering committee who do not meet the criteria must become provisional members and meet the criteria within 1 year of the enactment of the constitution.
- 4.6.3 Provisional members will not be entitled to a vote on any EAA business, including election of officers and will not necessarily be entitled to the full benefits of membership. Provisional member will be listed on the website as such and will be entitled to participate in meetings.
- 4.6.4 Provisional members may become full members by carrying out the actions in section 4.5 as normal.

### **Miscellaneous**

- 4.7 The national association is the EAA member and not its member representative. If there is a change in representative for any reason, the national association's membership to EAA will not be affected.
- 4.7.1 Members must at all times furnish the President with the name and contact email address for their member representative and inform the EAA immediately if there is a new representative.
- 4.8 Members must provide and maintain a valid website link.
- 4.9 No Individual member or group of members carries the opinion of the EAA. The official opinions and stance of the EAA can only be ratified by the president after consideration of the member majority.

## **Article 5. Resignation, Suspension and Expulsion**

- 5.1 A Member may resign from the EAA by informing the President in writing of its intention to do so. If a member chooses to resign, no part of its subscription shall be refunded.
- 5.2 The general committee shall have the power to (but not limited to):
  - 5.2.1 Suspend (for a period not exceeding twelve months); or
  - 5.2.2 Expel  
Any member, representatives thereof, **co-opted individual or officer of the association (including the President)**, who infringes any of these rules or its own constitution, or whose conduct, (in the Committee's opinion) is harmful to the good name of the association or the hobby, or renders them unfit for membership.
- 5.3 No member shall be suspended or expelled without first being given reasonable opportunity to defend itself before the committee in person or in writing.
- 5.4 Suspension or expulsion shall not be enacted without at least three quarters of the committee voting in favour.

- 5.5 No suspended member shall be entitled to vote at any meeting. No part of a suspended or expelled member's subscription shall be refunded.

## **Article 6. Management of the Association**

### **6.1 General Committee**

Control of the association shall be vested in the general committee which shall meet as required to organise the association. Management of the association will be the responsibility of the President and the administrative personnel which he or she appoints.

6.1.1 The duties of the general committee shall be;

6.1.1.1 To control the affairs of the association

6.1.1.2 To plan and execute the associations aims and objectives.

And,

6.1.1.3 To make decisions on the basis of a simple majority vote.

6.1.2 The Committee shall meet at agreed intervals and not less than twice per year. The committee shall hold management meetings to enable this.

6.1.3.1 So long as a management meeting time and agenda is publicised to the general committee and the quorum is met, management meetings may be conducted over internet voice chat programmes (such as Skype).

6.1.3.2 The President shall circulate the agenda for management meetings to the general committee before the meeting.

6.1.3.3 At management meetings the chair will be taken by the President or by another person delegated by the President if they are unable to attend.

### **6.2 Officers**

The officers of the EAA are as follows;

6.2.1 President

The Presidents functions shall include setting the procedure for meetings and they shall serve as a figurehead for the EAA. The President shall guide the endeavours of the committee to ensure that the management of the EAA affairs is consistent with its aims, objectives and rules. **When present** the President will preside over all meetings of the association. The President is empowered to make any decisions he feels are necessary for the administration or advancement of the EAA but must refer to the general committee if this decision is likely to cause controversy or have a significant effect on the EAA or the hobby.

6.2.2 Member Representative

A Member Representative is a delegate from an association which is a full member. Preferably, this would be the head (Chairman, President etc.) but may be anyone delegated by the governing body of that member. The Member Representative may exercise the full voting rights of the member and acts as that member's embodiment in the EAA.

6.2.3 Provisional Member Representative

A Provisional Member Representative is a delegate from an association which is a provisional member. Preferably, this would be the head (Chairman, President etc.) but

may be anyone delegated by the governing body of the member. A provisional member representative acts as the provisional members' embodiment in the EAA and may attend meetings but has no voting rights to exercise.

### 6.3 **Co-opted Staff**

An Individual may be co-opted by the general committee to fill any of these positions (or any other positions they wish to effect) for the remainder of (or the next) association year.

#### 6.3.1 National Representative

A national representative is an individual selected by the General Committee to represent a state which has no appropriate national association, or has a national association which has not elected to become involved with the EAA.

### 6.4 **Administrative Staff**

The President may appoint individuals to the following administrative positions (or any other positions they wish to effect) for the remainder of (or the next) association year as he or she feels fit.

#### 6.4.1 Secretary

The Secretary's functions may include sending notices to Members, convening meetings, recording the proceedings of meetings, and ensuring the distribution of minutes. The secretary shall process applications for membership, membership renewals and constitution amendments on behalf of the president as they see fit.

#### 6.4.2 Treasurer

The Treasurer holds responsibility for the holdings of the EAA. The treasurer will remain directly accountable to the General Committee. The Treasurer's functions shall include keeping accurate records and accounts of the expenditure and income of the EAA. They are responsible for the distribution and receipt of all EAA funds. The Treasurer must also monitor and record all property of the EAA. These records should be available for inspection by members.

#### 6.4.3 Public Relations Manager

The Public Relations Manager is delegated by the President to maintain a positive public image for the EAA and the hobby, and to uphold the EAA's aims and objectives in this regard. The Public Relations Manager shall communicate the aims and objectives of the EAA to the public and to European players.

## **Article 7. Powers of the General Committee**

The General Committee's powers shall include, but not be limited to:

### 7.1 The appointment of;

7.1.1 Sub-committees as they believe necessary and define their role. Any sub-committee so appointed shall be accountable to the general committee. Sub committees may, subject to a vote of the committee, be given powers necessary to carry out tasks without reference to the general committee.

Similarly,

7.1.2 Co-opt members as they believe necessary and define their role. Any member co-opted

to a position shall be accountable to the general committee. Co-opted members may, subject to a vote of the committee, be given powers necessary to carry out tasks without reference to the general committee.

- 7.1.3 Co-opted and sub-committee members shall not be entitled to a vote on the general committee
- 7.2 Retaining and holding as property of the EAA;
  - 7.2.1 All sums of money coming into the EAA;
  - 7.2.2 The bank funds of the associationAnd,
  - 7.2.3 Any items owned by the association.
- 7.3 Investing sums of money in any prudent manner which the General Committee has determined will benefit the EAA or the hobby.
- 7.4 Permitting, unless a contrary direction is given, all officers and members to recoup out of pocket expenses authorised by the General Committee.

## **Article 8. Annual General Meetings**

- 8.1 The Annual General Meeting of the EAA shall be held not later than the end of each year.
- 8.2 The business of the Annual General Meeting shall be to;
  - 8.2.1 Confirm the minutes of the previous AGM.
  - 8.2.2 Receiving the reports of committee members, co-opts, Administrative staff and any sub-committees, in relation to the EAA's activities since the previous AGM.
  - 8.2.3 Receive the audited accounts from the Treasurer and, if thought fit, approving the accounts in respect of the preceding financial year.
  - 8.2.4 Receive the annual report of the membership from the Secretary or President.
  - 8.2.5 Elect the President of the EAA for the next association year by a simple majority vote from all members present at the AGM or who have returned a voting card in time, if issued.
  - 8.2.6 Co-opt individuals as they see fit
  - 8.2.7 Fix the subscriptions.
  - 8.2.8 Transact such other business received in writing by the secretary and dealing with other general business of the EAA.
- 8.3 Nomination of candidates for President shall be made in writing to the previous President or via another officer at least 15 days in advance of the AGM date.
- 8.3.2 Voting cards may be issued in advance of the AGM. Voting cards will be counted by a scrutineer who is not standing for an executive position. Voting cards must remain anonymous. Return of a voting form constitutes an apology for non attendance.
- 8.4 At least 20 days written notice shall be given to Members of the date, time and location of the Annual General Meeting by circulating a copy of the notice to every member via the email address provided. Notice and relevant documents shall also be clearly posted on the association website.
- 8.5 Any European airsoft player may raise any matter at the AGM, provided that they have

given the President written notice of 15 days.

- 8.6 The President shall circulate the agenda for the AGM to members before the meeting.
- 8.7 At the AGM the chair will be taken by the President or by another individual delegated by the **committee** if they are unable to attend.
- 8.8 Individuals (non representatives) who have received a formal invite from the President may attend the AGM but are not necessarily entitled to vote on any matters concerning the association.
- 8.9 Member representatives should make every effort to attend the AGM.

**Article 9. Election of Officers**

- 9.1 The President shall be elected at the AGM by the general committee or at a management meeting in the event of his or her resignation or expulsion.
- 9.2 Nominations can only be made by European airsoft players.
- 9.3 The President will not necessarily be a member representative.
- 9.4 Individuals with vested interests, i.e. who are involved in the management of airsoft businesses may be excluded from becoming President of the EAA even if they do not benefit financially or through material gain through the operation of said companies or organisations.

This may specifically exclude;

- 9.4.1 Employees and management of airsoft shops.
- 9.4.2 Employees and management of revenue driven airsoft media outlets  
And,
- 9.4.3 Employees and management of playing sites or game organisers
- 9.4.3.1 But does not exclude players who marshal at sites and do not perform a managerial role.
- 9.5 Serving Presidents and Presidential candidates must formally disclose to the secretary any vested interests they may have or may acquire during their time in office. Their suitability for office in this regard will be determined by the General Committee.

**Article 10. Extraordinary General Meetings**

- 10.1 An EGM shall be convened by the President within 45 days of receipt by him of a direction from at least one third of the General Committee.
- 10.2 No EGM shall take place before the giving of at least 20 days' written notice of the meeting to the members, meaning it must be presented no later than 25 days after receiving the direction.
- 10.3 The notice shall state the date, time and place as well as the purpose of the meeting as determined by the direction received.

- 10.4 At an EGM the chair will be taken by the President or by another individual designated by the President if they are unable to attend.

**Article 11. Quorum at Meetings**

- 11.1 Any meeting may proceed provided that the quorum is present within half an hour of the time specified for the start of the meeting.
- 11.2 The quorum for an AGM shall be 3 officers of the General Committee.
- 11.3 The quorum for an EGM shall be 3 officers of the General Committee.
- 11.4 The quorum for a management meeting shall be 2 officers of the General Committee.

**Article 12. Voting at meetings**

- 12.1 A vote shall be carried by a majority of those votes cast.
- 12.2 Only 1 vote will be allowed from each state.
- 12.2.1 If more than one association from a state becomes a member then the vote will be allocated by the average vote of the members from that state.

For example, if a state has 2 members  
2 votes for = state vote cast for  
2 votes against = state vote cast against  
1 vote for and 1 against = no vote cast

And if a state had 3 members  
3 votes for = state vote cast for  
3 votes against = state vote cast against  
2 votes for and 1 against = state vote cast for  
2 votes against and 1 for = state vote cast against

(a state is not limited to 3 members)

- 12.3 If the President is a Member Representative he or she will simply carry the voting rights of his or her Member and not also carry an additional vote from his or her position of President.
- 12.4 When raising a point of business at any meeting, ample opportunity must be given to discuss the item before a proposition and vote are made.
- 12.5 In the case of equal votes, the President shall be entitled to an additional casting vote. The President is entitled to this tie breaker vote even if they are a Member Representative.
- 12.6 Only officers are entitled to a vote at management meetings.

**Article 13. Amendment of the Rules**

- 13.1 Amendments or revocations to these rules may be proposed in writing to the President prior to an EGM or AGM by any member. Also the President may call for amendment prior to an EGM or AGM.
- 13.2 Any proposal to amend or revoke these rules must be given in the notice to convene the meeting.
- 13.3 Any vote to carry an amendment of the rules shall be made by at least two thirds of those attending who are entitled to vote.
- 13.4 The amended rules must be distributed to the general committee in a separate document to the meeting minutes.

**Article 14. Assets**

- 14.1 Assets secured by the EAA are to be used solely for the benefit of the airsoft community.
  - 14.1.1 In the event of the alteration of the EAA, its aims, structure or mission, these assets would remain for the exclusive use of the airsoft community.
- 14.2 The association shall maintain a bank account and the following people may be authorised to sign cheques;
  - 14.2.1 The President, Secretary and Treasurer.
- 14.3 If in the course of an AGM or EGM a proposal is passed that brings into question the accounts or financial conduct of the EAA, an independent auditor will be appointed by the general committee to carry out that investigation.
  - 14.3.1 All members of the EAA are obliged to provide an appointed auditor with all information necessary to enable the completion of the audit.

**Article 15. Dissolution**

- 15.1 If at any meeting of the general committee a resolution be passed calling for the dissolution of the EAA, the Secretary shall convene an EGM of the EAA to be held not less than 45 days thereafter to discuss and vote on the resolution.
- 15.2 If at that EGM, the resolution is carried by at least two-thirds of the general committee, they shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of the EAA and discharge all debts and liabilities of the EAA.
- 15.3 Once the dissolution of the EAA is completed, any surplus funds and assets on the winding-up shall be distributed to an organisation with similar aims and objectives. If this is not appropriate the funds shall be donated to an appropriate charity as dictated by the committee.

**Article 16. Entire understanding**

With the inclusion of the schedule of subscriptions, if published, this agreement contains the entire agreement between the members and supersedes all previous agreements and understandings between them. Each member acknowledges that, in entering into this agreement, they do not rely on any representation, warranty or other term not forming part of this agreement.

#### **Article 17. Notices and service**

- 17.1 Any notice or other information required or authorised by this agreement to be given by any party to another may be given by hand or sent by pre-paid post to the address provided, or electronic means to the other party at the email address provided for email communication.
- 17.2 Any notice or information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, and that it has not been returned to the sender, shall be sufficient evidence that it has been duly given. Members are responsible for providing the **President or Secretary** with their current address.
- 17.3 Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission. The last email address provided by the member shall be assumed to be current. It is the Members responsibility to ensure that the registrar has been provided with the correct email address. A returned 'read receipt' shall be sufficient evidence that it has been duly given.
- 17.4 Service of any legal proceedings concerning or arising out of this agreement shall be effected by causing the same to be delivered to the party to be served at his main address, or to such other address as may from time to time be notified in writing by the party concerned.

#### **Article 18. Miscellaneous matters**

If any term in this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

The business of the EAA will be conducted in English but will be translated when practicable.

#### **Article 19. Dispute resolution**

- 19.1 In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 19.2 Subject to paragraph 19.1, if any difference shall arise between any of the parties touching the meaning of this agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Federation of

European and International Associations.

**Article 20. Successors and assignments**

The obligations under this agreement shall be binding upon all persons representing the members.

**Article 21. Accountability**

Any individual of the general committee or member of staff or sub committee of the EAA, or the EAA itself, shall not be held accountable for the actions of players who fall under an EAA member, or any other player.

**Article 22. Jurisdiction**

This agreement shall be interpreted according to the laws of Belgium and the members agree to submit to the exclusive jurisdiction of the Belgium courts.

Constitution ratified by the signatories below on *insert date*

**President**

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**Member representatives (on behalf of their associations)**

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