



## CONSTITUTION

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### 1.0 TITLE

- 1.1 The name of the Federation shall be known as “The International Billiards and Snooker Federation”, or “IBSF” in abbreviation, or as hereinafter referred to as “the Federation”

### 2.0 ROLE

- 2.1 The aims and objects of the IBSF is to promote and develop the sport of “billiards and snooker”, hereafter the “Games” and to do all other necessary things connected therewith. As a world governing body, it shall determine its own championship conditions, format, dates and venues; to promote and foster the sport with any other bodies with similar aims and objects; and to collate such relevant information thereof for publication and dissemination.

### 2.2 AIMS

While retaining and respecting the complete autonomy and independence of each member in the administration and running of their organisations the aims and social objectives of the IBSF are:

- a) To encourage the co-ordination, organisation and development of the sport and of related competitions in all the countries through the National Associations.
- b) To collaborate to this end with the various organisations and competent public and private authorities of these countries.
- c) To cultivate mutual friendships with all other types of International and National Billiard organizations.
- d) To encourage the development of Snooker and Billiards as an international sport.
- e) To create and determine Rules and Regulations for the disciplines of Snooker and Billiards.
- f) To regularly organise a competition entitled: IBSF World Championship.
- g) To Support and encourage the promotion of sports ethics.
- h) To adopt a sports policy which is not in conflict with the rules of the IOC as set forth in the Olympic Charter.
- i) The IBSF recognizes the WADA Anti-Doping Code and is determined to do its utmost in order to keep Snooker and Billiards free from any and all performance enhancing drugs. The IBSF Anti-Doping Rules are in accordance with the WADA Anti-Doping Code.
- j) To support and collaborate in all efforts made to ensure that the spirit of fair play prevails in the sport and that violence is excluded from it.
- k) To establish sportsmanlike and friendly relations among members so as to enable them to gather together to practice the various disciplines of billiard sports in the context of official or friendly competitions.
- l) As a founding divisional member of the WCBS, the IBSF recognizes the WCBS as the World Governing body of Billiard Sports with regards to their association to the IOC, GAISF, Sport Accord, ASOIF and multiple sports events.

## 2.3 SOCIAL OBJECTIVES

To further the aims of the IBSF, the Social Objectives of the IBSF are:

- a) To promote Snooker and Billiards as a worldwide international sport.
- b) To co-ordinate World Championships annually for Men, Women, U21, Masters, Teams, 6 Reds and Billiards.
- c) To exercise control over the eligibility of players to participate in all IBSF sanctioned events.
- d) To acknowledge and record statistical data of all IBSF and IBSF sanctioned events.
- e) To liaise with the Regional Association to maintain a register of qualified International Referees for any IBSF and/or IBSF sanctioned events if required.
- f) To promote proper education of Instructors and Coaches through recognised Academies in order to enhance the skill levels of players.
- g) To organize, promote and direct activities to accomplish the aims and objectives of the IBSF.
- h) To do all other items necessary that are incidental and conducive to the attainment and enhancement to the aims and objectives of the IBSF.

## 3.0 DEFINITIONS & ABBREVIATIONS

- 3.1 "AGM" means an Annual General Meeting of the Federation attended by its Member Countries; it shall be held once a year at a time and place coinciding, wherever possible, with its annual championship.
- 3.2 "The Executive" is the governing authority of the Federation, duly constituted pursuant to Article 12 herein.
- 3.3 "By-laws" means the enabling rules, procedures and regulations so enacted from time to time by the Board, made pursuant to Article 17 herein.
- 3.4 "Games" means the games of "Snooker" and "English Billiards" or any other game(s) played on a standard snooker table so defined by the Federation.
- 3.5 "Member Country" means a National Sport Association (NSA), who is an IBSF Member Country affiliated to a designated Regional Federation of the IBSF.
- 3.6 "National Sport Association" (NSA) shall mean the national governing body of the Games so recognised by its own country by the authority of its National Olympic Committee (NOC) and/or National Sports Council (NSC) or agency as the only "NSA" controlling the said Game(s).
- 3.7 "Original Member" is a "Member Country" or a "NSA" who, at the time of coming into effect this Constitution, is an existing Member Country of the IBSF.
- 3.8 "Affiliated Member" is an association or organisation for the Games having yet to achieve the status of "NSA" or a "Member Country" so defined under Article 3.5 herein, or one who was a "Member Country" prior to the year 2000 but is currently opting to convert same to "Affiliate Member" status of the IBSF.
- 3.9 "Honorary Member" is a business or trade concern for the Games who is currently a subscribing Member of the IBSF but is without any voting rights attached thereto.
- 3.10 "Life Member" is a distinguished personality bestowed thereupon by the AGM on the recommendation of the Board, who, in the latter's opinion, has contributed immensely towards the welfare and betterment for the Games and/or the IBSF.
- 3.11 "Region" shall mean a geographical region currently defined by the International Olympic Committee (IOC)

- 3.12 “Regional Federation” shall be a regional body defined by the IOC, that regulates the Games and is currently affiliated to the IBSF, whose accredited representatives are a member of the Executive hereof.
- 3.13 “Year” is defined as the operating period commencing from the end of an AGM till the date of the next AGM; or within any such other periods as may be so determined by the Executive and approved by the AGM for due application.
- 3.14 “Auditors” shall mean the “external auditor” so nominated and approved by the AGM, for the purpose of auditing the accounts of the Federation so prepared by Secretary/Treasurer, prior to their presentation at the AGM.
- 3.15 “Scrutineers” shall mean delegates appointed at an AGM/EGM, preferably representing the respective Regional Federations, for the purpose of conducting an election or counting the votes on Motions.
- 3.16 “Flying Minute” shall be an electronic message specially formulated, that requires an urgent response to resolve any issues the Board deems necessary

#### Abbreviations:

The IBSF logo is a large, stylized globe with a grid of latitude and longitude lines. The globe is primarily light blue and yellow. In the center, there is a red circle containing a white silhouette of a billiard ball. To the right of the globe, the letters 'IBSF' are written in a bold, blue, sans-serif font.

ACBS:	Asian Confederation of Billiard Sports
Sport-Accord:	Association of Recognized IOC International Sports Federations
ASOIF:	Association of Summer Olympic International Federations
ABSF:	African Billiards & Snooker Federation
CPB:	Confederation Pan-American de Billiard
EBSA:	European Billiards & Snooker Association
EGA:	Extra Ordinary General Assembly
GAISF:	General Association of International Sports Federations
IOC:	International Olympic Committee
OBSF:	Oceania Billiards & Snooker Federation
WADA:	World Anti-Doping Agency
WCBS:	World Confederation of Billiards Sports

*Note: All references to the masculine gender shall also include references to the feminine and all references to the singular shall also include references to the plural.*

#### 4, **Rights over the IBSF Championships and Properties**

4.1 The IBSF Championships are the exclusive property of the IBSF, which owns all rights and data relating thereto. In particular and without limitation, all rights relating to their organisation, exploitation, broadcasting, recording, representation, reproduction, access and dissemination in any form and by any means or mechanism whatsoever, whether now existing or developed in the future. The IBSF shall determine the conditions of access to and the conditions of any use of data relating to the IBSF World Championships and to the competition and sports performance of the IBSF events.

4.2 The IBSF symbol, logo, flag, motto, anthem, identification, designations, emblems shall be collectively or individually referred to as "IBSF properties". All rights to any and all IBSF properties, as well as all rights to the use thereof belong exclusively to the IBSF, including but not limited to the use for any profit making, commercial or advertising purposes. The IBSF may licence all or part of its rights on terms and conditions set forth by the IBSF Council.

#### 4.3 **The IBSF logo**

The logo is a navy blue Globe of the World with the periphery, meridians and parallels lines golden in colour.

Protruding from the left into the Globe of the World is an outline image in gold lines of the top end of a Snooker/Billiards Cue that also includes a blue internal line, complete with a cue tip in a solid gold colour. This Cue encroaches on to a red ball that is located towards the top right hand side within the globe and includes 2 small solid gold reflections near the top of the ball, one round and one of a moon eclipse shape. Within the red ball and at the end of the Snooker cue is a centrally located navy rectangle that displays four letters in gold, the letters being IBSF which is the acronym for the Federation's name, the International Billiards & Snooker Federation.



4.4 The IBSF motto "*Something more than a Sport*"

4.5 The IBSF flag

The IBSF flag has a white background with no border. The IBSF symbol is located in its centre.

4.6 The IBSF emblems

An IBSF emblem is an integrated design associating the IBSF symbol with another distinctive element.

4.7 The IBSF anthem

"Melody for a cue ball" has been composed and written specifically for the IBSF by Mr Dawood Ajir songwriter. This music is the exclusive property of the IBSF, which owns all rights to publication and dissemination.

4.8 Any eventual profits, which might accrue from the organisation of the IBSF Championships, must be utilised in the further development of Billiards & Snooker sports all over the World.



## 5.0 MEMBERSHIP

- 5.1 No Member Country shall be granted affiliation of IBSF membership or renewal thereof, unless its adopted constitution and/or rules and regulations are in general conformity with the aims and objects of the IBSF.
- 5.2 For all intents and purposes, the IBSF shall be the sole judge of its rights to accept all categories of its membership. Membership of IBSF will be confirmed at the AGM.
- 5.3 An individual can be elected a "Life Member" of the IBSF in due recognition for outstanding services contributed towards the Games and/or the Federation. A Life Member shall have the rights to attend an AGM/EGM and to speak thereat, but shall have no voting rights. No person shall be nominated/elected to Life Membership until a motion has been proposed and seconded, with the prior acceptance by the said nominee(s), and been duly circulated in advance and unanimously voted thereupon in favour at an AGM.
- 5.4 Member Countries who are, as at June 30 of each year, in arrears of their membership fees for more than 12 months shall be suspended thereof and thereafter shall not be allowed to participate in the IBSF World/U21 championships or its other sanctioned championships or its AGM. Their voting rights shall similarly be effectively suspended, until such debts owing to the IBSF and/or any other administrative charges payable, shall have been fully settled in advance.
- 5.5 Notwithstanding the aforesaid, any Member Country who is already a "Member Country" of the IBSF at the immediate date of coming into effect this Constitution, shall remain a "Member Country" hereof and shall enjoy all rights and privileges connected therewith, subject to the provisions of Article 5.4 and 5.6 herein.
- 5.6 All "Member Countries" who are not as yet the accredited "NSA" of their respective countries shall take necessary measures to ensure their ultimate conversion; all applicants for new "Member Country" membership after the year 2000 shall have to be the duly accredited "NSAs" by their respective countries, in addition to being a member of a RF to which it belongs.
- 5.7 Pursuant to Article 5.6 herein, any "NSA" not in conformity thereto may apply to the IBSF for conversion of its existing Member Country status to an "Affiliated Member". Such an "Affiliated Member" shall have no voting rights and shall not partake in the business of the IBSF, save for the purpose of participating in the IBSF World Championships or in any other such sanctioned championships thereof by payment of a prescribed fee. Notwithstanding this, the IBSF shall not grant an "Affiliated Member" status to another applicant whose country of origin is already an existing "Member Country" of the IBSF.
- 5.8 Under no circumstance shall there be more than one accredited "NSA" becoming a "Member Country" of the IBSF; if there be more than one (1) "NSA" competing for IBSF membership. The "NSA" so accredited by its own NOC/NSC or any such relevant governmental body(ies), shall take precedence and preference for recognition over the other member concerned.
- 5.9 For applicants outside the applicable provisions herein referred to in Articles 5.6 and 5.7, Article 5.2 shall be invoked by the AGM for due acceptance of IBSF membership, subject to compliance with the voting procedures hereinafter provided.
- 5.10 An applicant for IBSF Member Country shall have to obtain prior endorsement in writing from the Regional Federation to which it belongs, save those existing Member Countries who shall be excluded from this requirement by virtue of existing rights as classified under Article 5.5 herein.

## 6.0 MEETINGS

- 6.1 There shall be two(2) main meetings convened by the IBSF viz:
- 6.1.1 Annual General Meeting (AGM) and/or Extraordinary General Meeting (EGM); and
- 6.1.2 Executive Management Meetings

## 6.2 ANNUAL GENERAL MEETING (AGM)

- 6.2.1a) The AGM shall be held each year as hereinbefore stipulated. At the AGM, the President of the IBSF, or in his absence the Vice President, shall be the chairman of the said AGM. The agenda thereof so determined by the Executive shall be circulated in advance to all Member Countries as hereinafter provided under Article 6.2.5.
- b) Following the election for the President, the newly elected President will immediately take the chair of the Meeting.
- 6.2.2 Member Countries attending the said AGM shall decide the due admission of guests and/or observers when presented thereat; each admission, however, shall be decided thereupon based on merits. Observers shall take no part in the meeting proceedings; guests, however, are allowed to speak, if so invited by the chairman, for the expressed interest of the topic in reference but are not allowed to vote. Similarly, Life Members are entitled to attend and speak at an AGM/EGM if so invited to do so by the chairman but shall carry no voting rights.
- 6.2.3 Urgent matters (excluding Constitution amendments) may be resolved by postal votes or email votes cast. The proposer and/or seconder of the said motion(s) need to send the same to reach the Secretary at least five (5) weeks before the said motion(s) is to be decided. Upon receipt, the Secretary shall give four (4) weeks' notice to each Member Country to respond and vote. Valid dates applicable shall be taken as of the date received by the Secretary of posting (so stamped on postal envelopes or the date of the email, whichever is applicable). No reply received thereto from a Member Country or a Board Member by the stipulated closing deadline, shall constitute an abstention vote. The said motion shall be decided thereupon by a simple majority of votes so received within the two(2) weeks prescribed, with the recorded result be circulated thereafter by the Secretary to Member Countries, within forty-eight(48) hours thereof.
- 6.2.4 Six(6) weeks prior to the date scheduled for an AGM, the Secretary shall notify in writing to all Member Countries of the said date and invite therefrom the submission, if any, of Motion(s) to be decided thereat, including, if applicable, any nominee(s) standing for elections.
- 6.2.5 Four (4) weeks prior to the date fixed for the said AGM, the Secretary shall issue a Notice thereof, setting out the date, venue, time and the business agenda to be transacted thereat. If applicable, the Secretary shall do likewise for all pre and post AGM Executive meetings and any other Executive meetings properly convened for the purpose.

## 6.3 Executive Management Meetings

- 6.3.1 The President of the IBSF, or in his absence the Vice President, shall be the chairman of all Executive Meetings. In the absence of both, a chairman elected from the floor shall preside the said meeting
- 6.3.2 The Executive shall meet as often as is practical but preferably twice a year with one meeting coinciding with the AGM and, wherever possible; the second meeting is to coincide with a major championship/function of a Regional Federation or with any other such major events that the Executive deems fit and proper. Whenever possible, a pre and post AGM Executive Meeting shall be convened in connection therewith.

## 7.0 VOTING

### 7.1 AGM

- 7.1.1 Each Member Country in benefit, represented by its accredited delegate in advance attending the said AGM, shall be entitled to one (1) vote. A member of the Executive shall likewise be entitled to one (1) vote, if he/she is the sole accredited delegate attending the same on behalf of his/her Member Country. The chairman of the AGM shall have a casting vote only, in the event of a tie. Quorum for the said AGM shall be at least one- third of the total Member Countries on the registered roll. Any voting requiring the decision in the election of office bearers or in the proposed amendments of the Constitution or in any disciplinary actions shall be by secret ballots as per Article 7.3 & 7.1.2 herein. Other voting shall be by

majority by the show of hands, unless a secret ballot is requested by a Member country.

7.1.2 In the absence of the required quorum, the AGM shall only be proceeded therewith by special majority request from the floor, but no decision thereof shall be deemed to be valid. Recommendations to the IBSF Executive to consider may be made.

7.2 Prior to any voting, the Secretary shall declare to the AGM, the Member Countries concerned who are not eligible to vote for reasons pursuant to the provisions of the Constitution. The AGM shall appoint thereat four (4) scrutineers from the floor, representing preferably the four (4) Regional Federations, to count, record and announce the results thereof.

7.3 A two-thirds majority of votes at an AGM is required to effect any proposed amendment to the Constitution. A simple majority of votes at an AGM is required to elect officials of the Executive of the IBSF and to approve disciplinary action to be taken. All voting for election of the Executive or for Constitutional changes are to be by secret Ballot.

7.4 No proxy delegates or votes are allowed under any circumstances.

7.5 In the event of a tie of votes recorded at an AGM, the chairman presiding the meeting shall have the casting vote

7.6 For an EGM to be called other than by the Executive for urgent IBSF business, there needs to be a request by at least 33% of the financial affiliated members of the IBSF. All the aforesaid procedures as laid down for the AGM shall be equally applicable thereof.

7.7 Executive Management Meetings

**7.7.1** The Executive, shall mean the President, Vice President, Secretary and Treasurer and each of the regional Presidents not elected as above and they will administer the day to day business of the IBSF.

**7.7.2** Each Executive member will be entitled to one vote at all Executive meetings whether all members are in attendance or not, to the inclusion of voting by email if not in attendance.

**7.7.3** Where applicable, electronic meetings may be conducted and all such business decisions shall be ratified.

At all meetings the President or Chairman will have a deliberative vote, and in the case of a tie, a casting vote.

## 8.0 OFFICE

8.1 The IBSF registered office shall be in the UAE at an address approved by the Executive or varied from time to time on the recommendation of the Executive to the AGM.

8.2 The business address of the IBSF shall coincide for the time being with the office of the elected Secretary or as otherwise varied by the Executive, with ratification of the AGM.

8.3 The official language of the IBSF shall be in English.

## 9.0 RULES

9.1 The IBSF shall:

9.1.1 formulate competition format, rules and conditions to be followed by all its Member Countries, or as otherwise re-adjusted thereto, with prior approval of the Executive;

9.1.2 conduct referee examinations and registration of referees through its Regional Federations and/or by its Referee Committee; and to award thereto IBSF badges to qualified referees; and



9.1.3 conduct coaching schemes and seminars for both players and coaches.

## 10.0 INTERNATIONAL COMPETITIONS

10.1 The IBSF shall:

10.1.1 co-operate with other world bodies such as the WCBS, GAISF, IWGA and WPBSA (WSA) to promote the Games, and, if applicable, select representative team(s) to compete in the Olympics and other accredited multi-sport events;

10.1.2 conduct tournaments, championships, exhibitions and sanction commercial promotions for the Games on such terms and conditions as may be determined by the Executive from time to time; and

10.1.3 encourage and assist in the formation of "NSA"s and Regional Federations, and, where applicable, help in the settlement of disputes, if so arisen.

## 11.0 PUBLIC RELATIONS

11.1 The IBSF shall :

11.1.1 advise the governments and sport authorities worldwide on any matter relating to the Games; and

11.1.2 gather, collate and disseminate information of the Games worldwide for publication in journals, newsletters, other sports publications and in the multi-electronic media, including the internet.

## 12.0 EXECUTIVE

12.1 The IBSF Executive will consist of the elected officers: President, Vice President, General Secretary and Treasurer, plus the regional Presidents not elected to a position and they will conduct the day to day administration of the organisation.

12.1.2 Membership of the Executive shall cease if: -

- a) by notice in writing to the Executive such persons resigns membership;
- b) any member becomes bankrupt or is convicted of a felony or misdemeanor must declare such information forthwith, PROVIDED no Affiliate shall nominate such a person as a Delegate who is at the time of the nomination, a bankrupt;
- c) a member be an insane patient or insane person or incapable person within the meaning of the relevant Lunacy Act or Mental Health Act of the Country in which such person resides;
- d) being a Delegate from an Affiliate, the affiliation of that body is cancelled or not renewed provided that in this case such cessation of membership shall take effect from the next relevant Annual General meeting following the dis-affiliation or suspension.

12.2 The term of office of every office-bearer shall be two (2) years from the AGM in which elections would be held. All retiring officers are eligible to stand for re-election, subject to due compliance with nomination and election procedures hereinbefore referred to. Any candidate standing for election, including his/her proposer and seconder, shall have to be a current financial member of the IBSF at the time of nomination.

12.3 The general and specific affairs, including its daily running of the IBSF as determined by the AGM shall be entrusted to and vested with the Executive for their discharge thereof.

12.4 The Secretary shall be responsible for recording and issuing the minutes of each meeting, so approved by the chairman, to each Member of the Executive and, where applicable, to Member Countries



within four (4) weeks thereof. He/she shall likewise be responsible for preparing and sending out all notices, minutes and, as supplied by the Treasurer, statements of audited accounts, to Member Countries for the said AGM.

- 12.5 The Member Country appointed by the AGM to host the next World Championship shall be accredited a Vice Presidents position for the said Championship and be represented on the Executive at that Championship. They shall have no voting rights.
- 12.6 Nominations for elective officers of the IBSF shall be received in writing by the Secretary at least Five (5) weeks prior to the date of the AGM for which an election is scheduled. All nominations so received shall include an acceptance in writing by the said nominee so approved by his/her "NSA" and is being correctly proposed and seconded by another Member Country, both of whom shall be current financial members of the IBSF.
- 12.7 All nominations so received by the Secretary shall be circulated to all the Member Countries at least four(4) weeks before the said AGM. Thereafter, any written objection thereto on any nominee and/or motion(s) shall be lodged with the Secretary within two (2) weeks thereof by the objecting Member Country(ies) concerned, to be accompanied with supporting reasons connected therewith. If there be any objection received to any matter contained therein, this shall be immediately referred to the AGM for a decision thereof.

### 13.0 REGIONAL REPRESENTATION

**The Executive shall comprise of** the elected personnel at the AGM, plus the President from each Regional Federation/Association as listed below if not one of the elected personnel:

**European Billiards & Snooker Association (EBSA**

**Asian Confederation of Billiards Sports (ACBS);**

**African Billiards & Snooker Federation (ABSF);**

**Oceanic Billiards & Snooker Federation (OBSF);**

**Confederation Pan American for Billiards (CPB) (When it will be constituted)**

- 13.2 As of coming into operation this Constitution, the Regional Federation of the "American Regional Federation" has yet been formed for incorporation and inclusion herein.
- 13.3 The Executive is empowered to co-opt additional members and/or any others for its sub-committees, where necessary, from amongst individuals recommended by its Regional Federations, provided always that such co-opted members shall have no voting rights.

### 14.0 NOTICES OF MOTION

- 14.1 All notices of motion shall be received by the Secretary at least five (5) weeks prior to the date of the scheduled AGM. Date of posting of same by the Member Countries concerned shall be in compliance with the manner and time-frame as hereinbefore stipulated.
- 14.2 The Executive can propose a Motion to amend the Constitution, and such a motion is deemed to be seconded by virtue of being from the Executive, providing that said Motion conforms to all stipulated timeframes.
- 14.3 Such a valid motion(s) so received by the Secretary is to be circulated to all Member Countries and Executive Members **at least four (4) weeks** prior to the date of the said AGM, and shall be carried, or otherwise, if voted thereupon, pursuant to Article 7.3
- 14.4 Any amendment to a circulated motion, if so adopted at an AGM, shall be re-circulated to all absentee Member Countries and shall take effect thereof.

## 15.0 FINANCE

- 15.1 Annual membership subscription at a rate so decided by the AGM, and/or as subsequently amended in the by-laws, shall become payable by all Member Countries to the IBSF, **on January 1** and not later than June 30 of each year.
- 15.2 Any Member Country whose annual subscription is in arrears for 1 year shall be suspended from IBSF membership thereof, provided that due notice in advance by registered or certified post or recorded delivery for such a default by the Country Member concerned shall have been issued thereto by the Treasurer. Defaulting Member Countries may, however, be subsequently reinstated on application, subject to due payment of such outstanding arrears and, if any, administrative charges incurred therefor.
- 15.3 All outgoing expenses of the IBSF by the Treasurer shall be made pursuant to the prescribed guidelines of the Finance Committee.

## 16.0 ADMINISTRATION

- 16.1 The Treasurer and two (2) other persons so designated by the AGM shall open an account for the IBSF at a bank(s) so authorised by the Executive and with the approval of the AGM. Cheques or any telegraphic transmissions for payments on IBSF account shall bear the signatures/authorization of both the Treasurer and one of the above designated Executive Members, so decided by the said AGM and so recorded in the said minutes as a resolution thereof.
- 16.2 The Treasurer shall present copies of the audited statement of accounts of the IBSF to each Member Country for the financial year from 1 July of the year to 30 June of the ensuing year, **preferably four (4) weeks** prior to the date of the scheduled AGM. A current statement of accounts ending the month prior to the same AGM shall be presented by the Treasurer solely for the information of Member Countries.
- 16.3 At each Executive meeting, the Treasurer shall table the Statement of Accounts of the IBSF up to the period thirty (30) days before the date of the said meeting.
- 16.4 Auditing for the aforesaid Annual Accounts shall be carried out by an external auditor so recommended by the Treasurer and approved by the AGM. The current statement of accounts hereinbefore referred to, however, needs not be audited.

## 17.0 BY-LAWS

- 17.1 The Constitution empowers the Executive to enact, from time to time, By-laws as are necessary for the proper administration of the IBSF. Amendments of By-laws shall take effect either by approval at the AGM or by a simple majority of votes at an Executive Meeting.

## 18.0 WINDING UP

- 18.1 If, at any time, Member Countries agree by unanimous decision to wind up the IBSF, the nett assets thereof shall be distributed in such a manner and measures as the IBSF at an EGM so convened for the purpose, shall decide.

October 31<sup>st</sup> 2016

# INTERNATIONAL BILLIARDS & SNOOKER FEDERATION

## BY-LAWS

(These By-laws are enacted pursuant to Article 16 of the Constitution)

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### 1.0 IBSF MEMBERSHIP

- 1.1 An accredited NSA for “billiards and snooker” is eligible to apply for IBSF Membership as a “Member Country” on such prescribed form obtainable from the Secretary. Such an applicant or “NSA” shall be an existing or approved subscribing member of a Regional Federation of the IBSF so provided for under Article 5.10 of the Constitution.
- 1.2 Other Associations of “billiards and snooker” are eligible to apply for IBSF membership as an “Affiliated Member” on such prescribed forms obtainable from the Secretary, provided that they are not already a Member Country of the IBSF.
- 1.3 “Honorary Members” are trade organizations of the Games, with no voting rights but are subject to an annual membership fee payment of £50. “Honorary Members” are permitted to use the “IBSF” logo in their trade promotions with the prior written approval of the IBSF.
- 1.4 There shall be no application or entry fees; however, annual membership fees due by a “Member Country” or “Affiliated Member” **shall be US\$400** payable either at the time of application or immediately payable upon approval. Annual renewal fees shall be due on written demand of the Secretary/Treasurer, on 1st day of January till June 30 of each year.
- 1.5 Member Countries, whose annual subscriptions are in arrears and exceeding **1 year** shall cease to be a member thereof, after due notification by certified mail or recorded delivery issued thereof by the Secretary. Terminated members, however, may apply for membership reinstatement, provided that their outstanding debts have been duly settled in full and in advance, including any levy on administrative charges so incurred therefrom by the IBSF.
- 1.6 A NSA applying for IBSF membership shall submit to the Secretary on completed application form, as prescribed, with the accompanying fee, a copy of its Constitution, registration certificate, letter of affiliation with its NOCs or NSC, or other equivalent, and a written recommendation by the Regional Federation to which it belongs.
- 1.7 If a Member Country, by a two-thirds majority vote of Members Country present and voting at an AGM, is found not to be in due compliance with Article 5.1 of the Constitution, the said Member Country shall be granted a nine (9) month grace period from the date thereof, to amend its Constitution and/or its rules and regulations for due compliance. Failing which, it shall result in its automatic suspension of membership until final compliance therewith. Such a suspended Member Country shall not be entitled to enter further any IBSF and/or its sanctioned championship, or shall be allowed to attend any meeting thereof. A suspended Member Country may subsequently apply for its reinstatement, if it lodges its application for same with the IBSF, which final approval, however, is at the pleasure of the latter.
- 1.8 A Member Country found to have committed an act or offence which is inconsistent with and/or is contrary to the aims and objects of the Federation, thereby bringing disrepute to the Game and the IBSF, may be suspended or expelled at an AGM/EGM, after the outcome of an inquiry by the Disciplinary Committee as prescribed in Article 3. Such a suspension/expulsion shall take effect after obtaining two-third majority of votes present and voting thereat. Notwithstanding the aforesaid, a written notice ordering for such a voting shall have been specifically included in the agenda and duly circulated in advance for the AGM concerned by the Secretary, pursuant to the Constitution.
- 1.9 A Member Country involving in internal disputes for national representation with the IBSF shall be given 3 (three) months in writing by the IBSF to settle the said dispute, failing which, the IBSF shall either suspend both NSAs concerned, or accept only the NSA as Member Country, that is duly recognised or accredited by its NOC and/or NSC or any of its relevant sports authority at the material time.



1.10 All other disputes shall be referred to the Disciplinary Committee for resolution, pursuant to By-laws 3.0 herein.

## 2.0 ADMINISTRATION

2.1 Subject to prior notice/approval, the IBSF shall reimburse all justifiable expenses so incurred by the President, Secretary and other authorised Executive Members, in the proper carrying out of their respective duties for and on behalf of the IBSF.

2.2 The IBSF shall bear the costs of air-travel, by return economy class, so incurred by its office-bearers attending the annual IBSF World Championships and or Executive meetings. The IBSF World U21 Championships and others, however, are not included herein to be considered for due disbursement, save that they are expressly decided upon with the prior approval of the Executive and with the subsequent ratification of the next AGM.

2.3 For authorized Executive Meetings, the IBSF shall bear the cost of air-travel by return economy class and applicable domestic travels, including hotel accommodation and food (room tariffs only) incurred thereof, for the Executive. In the alternative, the IBSF may pay a grant to the Regional Federations who shall assume such financial responsibilities for the said attendance.

2.4 The Executive of the IBSF shall each be paid an annual Honorarium of **US\$1000.00**.

2.5 Save as hereinbefore provided for under Items 2.2 and 2.4, all other travels and administrative expenses so incurred by Executive members shall be borne on their own and/or by their respective Regional Federations, save that specifically provided for and contained in the guidelines of the Finance Committee.

2.6 Any matters requiring decision of the Executive at a designated Executive meeting shall be circulated in advance by the Secretary, setting out the synopsis of the matters in reference to be discussed and, where applicable, to be voted thereupon. Absentee members' votes, if any, shall be taken into due consideration, provided that their views and votes shall have been conveyed to the Secretary in writing before the said meeting in the manner and procedures as hereinbefore provided.

2.7 Any Flying Minute necessitating the Executive's decision under the Constitution shall likewise be circulated in advance by the Secretary, giving full particulars and time-frame so required thereof for such a Flying Minute.

A Flying Minute may be conducted by the Board to reach an urgent decision on any matter deemed so necessary. Such an email must be identified at the heading as being a Flying Minute which will require an urgent response, within a designated time frame or it is deemed the vote would be in the assent to the proposal.

2.8 All delegates attending an AGM/EGM will have to be accredited in writing and in advance by their NSAs concerned, or carry on NSA letterhead paper the due accreditation signed by the required person from that NSA.



### 3.0 DISCIPLINARY PROCEDURES

- 3.1 Any complaint lodged against a Member Country, individual or company and/or an elected official of the IBSF shall be made in writing and be forwarded to the Secretary with documentary evidence accompanied in support. Hearsay evidence and/or any anonymous complaint, however, shall not be entertained by the IBSF under whatever circumstances.
- 3.2 The Secretary upon due receipt of the aforesaid complaint shall accord the accused Member Country or official an opportunity to provide a defence within a prescribed time-frame. If the Secretary, after close consultation with the chairman of the Disciplinary Board, is of the considered opinion that the said complaint is not prima facie, the matter shall be dismissed thereof and the said parties shall be duly notified of same.
- 3.3 If, after receiving the relevant evidence aforesaid, the Disciplinary Board deems the said complaint is prima facie, the said Board, shall appoint an independent committee, to be chaired by its chairman or a designated Executive member thereof, to investigate into the said complaint.
- 3.4 The said independent committee may co-opt other suitable members for deliberations. The said committee shall set out its own investigating procedures based on which findings and recommendations shall be submitted to the IBSF Executive for decision/adoption, which decision shall thereafter be reported to the next AGM for ratification.
- 3.5 Any member/official found guilty of an offence shall be duly reprimanded, suspended or expelled from the IBSF, as the case may be. Such a member(s) having served the said penalty, shall be allowed to re-apply for reinstatement, the approval thereof shall be at the express prerogative of the AGM on the recommendation of the Executive and not as of rights of the applicant concerned.
- 3.6 If disciplinary measures involving a player(s) of a championship or other circumstances, these shall be dealt with pursuant to the Championship Conditions under separate cover but come under the purview of these By-laws.
- 3.7 A copy of the Disciplinary Rules is incorporated in the Championship Conditions referred to at By-law 6.0 herein.

### 4.0 ELECTION PROCEDURES

- 4.1 Six (6) weeks before a scheduled AGM in which an election is to be held or where voting is required thereat, the Secretary shall prior to the commencement of the said AGM/EGM, check the financial benefits and validity of all voting Member Countries, present thereat and voting.
- 4.2 The Secretary shall declare in advance at the said AGM/EGM the validity, or otherwise, of Member Country who is qualified to vote. Reasons shall be advanced **for those Members Country** who are disqualified to vote. All accredited delegates at an AGM/EGM are to be notified in writing to the Secretary as prescribed in advance by the NSAs concerned.
- 4.3 The AGM shall appoint four (4) scrutineers from the floor and preferably representing the four (4) Regional Federations, who shall declare the eligible list of candidatures and voting members, and who will supervise, record the counting and announce the voting results connected therewith.
- 4.4 A Polling structure will be provided to ensure the privacy of all secret ballots and this will be monitored during the all the voting.
- 4.5 After announcing the results, the ballot papers shall be kept in custody of the Secretary for twenty-four (24) hours thereof, thereafter, they shall be destroyed.
- 4.6 Any candidate standing for election as an office-bearer shall be in benefit by his Member Country and shall be properly proposed and seconded by a valid Member Country who is equally in benefit. His/her written nomination shall be sent to the Secretary by post, fax recorded delivery or email at **least five (5) weeks** prior to the date of the said AGM in which an election is to be held. This may also be sent by email with all files in PDF format duly signed by the accredited person for that NSO. Such nominations via email must provide the hard copy to the Secretary at least 2 days prior to the AGM.

4.7 Candidates so nominated for their respective offices shall give written consent thereto for acceptance. In addition, written consent from the “NSA” to which each belongs is mandatory and is to accompany the said nominations.

4.8 Nominations by facsimile transmissions and emails are accepted, provided always that the originals thereof are duly received by the Secretary at least 2 days before the said AGM.

4.9 Notwithstanding the procedures contained herein, Article 12.6 of the Constitution shall equally apply.

#### 4.10 **Accreditation**

4.10.1 All delegates/players attending the AGM/EGM and or the IBSF championships shall have to be accredited by the NSAs to which they respectively belong.

4.10.2 Such accreditations shall be supported in writing on relevant letterheads signed by the President and/or the Secretary of the NSA concerned, which copy thereof shall reach the IBSF Secretary by fax, email or hand delivered on or before the day designated for the commencement of the AGM/EGM and/or the championship in reference.

4.10.3 Failing compliance therewith as aforesaid, the delegate/player concerned shall be declared null and void for his representation status; in consequence thereof, he shall be debarred from attending or participating in the said event, whichever is applicable.

4.10.4 In the above eventuality, the defaulting delegate/player shall be solely held responsible for any cost and expenses arisen therefrom, including expenses so incurred by him in respect of air-travel, hotel tariffs and entry fees paid.

### 5.0 **FINANCE GUIDELINES & PROCEDURES**

5.1 To enable the Finance Committee to function with accountability on all IBSF expenditure, the following guidelines/procedures as approved by the AGM shall form part thereof these By-laws:

#### 5.2 **Principles of Application**

The principles of application herewith necessitated IBSF's compliance are guided expressly based on the provisions of the IBSF registration under its “Memorandum of Articles” and the “IOC Conflict of Interest Rules”, which main extracts are reproduced hereunder:

5.2.1 No honorary member so elected to serve the IBSF on a voluntarily basis shall be allowed to claim payments for commission, bonus, remuneration, or any such like benefits; and

5.2.2 Any claim for entitled payments shall be made, based expressly on the stipulated guidelines and procedures as prescribed below.

#### 5.3 **Procedures for Disbursements/Payments**

5.3.1 Pursuant to the aforesaid principles, the following payment procedures are to be adopted for any entitled recipient(s):

a) All sub-committees can proceed dealing on any matter by each's autonomy without having to referred the same to the Finance Committee for approval, if such dealings do not involve any payment out of IBSF bank accounts.

b) If, however, such dealings as aforesaid eventually involve any payment out of IBSF bank accounts, such dealings with proper documentations in support shall be submitted to the Finance Committee who shall appraise the same with its report submitted to the Executive for decision. Once the Executive approves the same, the matter shall be taken with prior approval of the Executive and the Chairman of the Finance Committee shall subsequently issue payment(s) thereof based on the Executive's approval.

c) All claims for payment out of the IBSF accounts shall be supported at all times by documentary evidence. Under no circumstance any oral commitment shall be sustainable and

acceptable.

- d) Such claims as aforesaid shall be accompanied by a written agreement between the contracting parties of which the IBSF forms an integral party whose representative thereof ought to be with the prior approval of the Executive. If there be any further variations thereto the aforesaid agreement, such varied terms and conditions as agreed and concurred thereupon ought to be reported to the Executive via the Finance Committee.
- e) All offers procured by any Executive member shall have the prior approval of the Executive, which approval in writing can be obtained thereof by e-mail circulation to the Executive as per provisions of the Constitution.
- f) Commission or any other forms of incentive payment made out of any transaction involving the IBSF shall be accorded thereto any personnel outside the IBSF Executive. If such an offer be accepted by the Executive, the terms and conditions connected therewith shall be with prior the mutual consent of the parties concerned to be supported by documentary evidence. Under no circumstance, hearsay evidence thereof shall be taken as bona fide.
- g) The aforesaid written terms and conditions of offer/acceptance shall cover all authorized assignments in which the IBSF has delegated in writing to its tournament directors, technicians, referees; sponsors; donors, etc.
- h) All claims shall be made in writing to the Finance Chairman with supporting document(s). The said Chairman shall then proceed processing the said claim(s) and, if so approved, he shall further prepare the necessary vouchers for the said payment to be approved by the Executive and thereafter duly signed by the President and the Finance Chairman, the latter being the IBSF Treasurer.
- i) If any payment is made as aforesaid, an acknowledgement receipt thereof or a countersign on the said voucher(s) by the recipient concerned is necessary.
- j) The President shall have the power to authorize any payment on behalf of the IBSF up to a **maximum of US\$1500 in any** one instance, subject to procedural compliance therewith as elaborated.
- k) If any payment by the **IBSF exceeds US\$3000** in any one instance, prior approval from the Executive by way of constitution provisions via e-mails within a prescribed time-frame of one(1) week is necessary. In case of emergency, such payments can be effected beforehand but which payment shall be reported back to the Executive within one (1) week thereafter.
- l) Any personnel authorized by the Executive to perform such duties expressly for and on behalf of the IBSF, shall be entitled to the following disbursements/payments:
  - i) air-fares by return economy-class based on actual invoicing and/or receipts;
  - ii) hotel accommodation based on actual daily tariff or up to a maximum of **US\$120** per night, whichever is applicable;
  - iii) a daily allowance for meals and other incidentals up to a maximum of **US\$50**; and
  - iv) local transportation, airport tax and any other incidentals, based on actual receipts produced, or in its equivalent.
- m) Only Executive members are entitled to single-room hotel accommodation; all others are to be in a twin-sharing basis.
- n) All Executive members are to contribute their services ex-gratis to the IBSF and on an honorary basis; only administrative disbursements expressly incurred for and on behalf of the IBSF as aforesaid shall be entitled for such disbursements. The IBSF shall pay for internet services so incurred individually thereof as well as other incurred expenses in connection with the designated task.
- o) In the case of the Executive a one-off payment of **US\$50** per month is payable each for administrative disbursements on account of faxes, e-mails, postages, telephones and stationeries.

- p) No hiring of cars or any other motor vehicles by Executive members on assigned outstation missions is permissible, save that the member concerned shall have to bear his/her own cost on same.
- q) All Executive Members traveling on official duties are entitled to be covered by insurance, which premium payment shall either be taken out by the IBSF or by the member(s) concerned.
- r) The IBSF's annual accounts need to be prepared and be audited externally 3 months prior to the date of the AGM. All claims by interested parties ought to be submitted to the Finance Chairman earliest possible but not later than four (4) months before the said AGM.
- s) The Treasurer or the Finance Chairman ought to submit his Statement of Accounts to coincide with each Executive Meeting for the purpose of financial reporting.

## 6.0 CHAMPIONSHIP CONDITIONS

- 6.1 The Championship Rules and Conditions forming part thereof these By-laws shall be separately issued by the IBSF.

October 31<sup>st</sup> 2016

