

STEYNING ATHLETIC CLUB CONSTITUTION

As approved on 22nd February 2021

<u>Title</u>	<u>Clause</u>	<u>Content</u>
NAME	1	The Club shall be called Steyning Athletic Club (herein after called the Club).
OBJECTS	2	The objective of the Club shall be to provide facilities and to promote various forms of athletics and fitness activities (including Race Walking, Running, Swimming, and Multisport).
CLUB COLOURS	3	The Club vest shall be white with two black diagonal stripes.
CLASSES OF MEMBERSHIP	4a)	<p>The Club shall consist of the following categories of members in respect of annual membership subscription fees:</p> <p>Adult (18 years & over)</p> <p>Student (18 years & over in full time education)</p> <p>Junior (7 years to 17 years inclusive)</p> <p>Supporter & Social</p> <p>Honorary Life Member</p>
	b)	All Adult, Student, Supporter & Social and Honorary Life Members will have the right to hold office and to vote at Annual General Meetings (per clause 14) and any Special General Meetings (per clause 15). Junior members will have the same rights as Adult members other than they will not have a right to hold office or to vote.
	c)	Supporter & Social members will be those who do not: i) use the Club or its facilities for training, and/or ii) enter organised athletic events wearing club colours
	d)	The Management Committee shall be able to invite members of other clubs to use and enjoy the facilities of the Club as visitors for any period the Management Committee deem appropriate. Such visitors shall not be entitled to vote at any meeting of members.
	e)	Membership fees for second claim athletes will be as in clause 4a).
	f)	The Club embraces equality and diversity and as such follows the protected characteristics outlined in the Equality Act 2010
HONORARY LIFE MEMBERS	5a)	The Management Committee shall have the power to elect as Honorary Life Members, without payment of any further subscription, any member who shall in the opinion of the Committee have rendered outstanding services to the Club. Such election shall not take effect unless and until confirmed at the Annual General Meeting next ensuing the date of such election.

- b) There shall not be more than fifteen Life Members at any one time.
- c) Honorary Life Members shall have the same rights as Adult members and as such may be appointed as an Officer of the Club or be elected to serve on the Management Committee.

OFFICERS

- 6a) The Officers of the Club will consist of:-
 President
 Chairperson of Management Committee [see clause 7b)]
 Secretary
 Treasurer
 Premises Officer
 Membership Officer
 Communications Officer
 Kit Officer; and
 Welfare Officer
- b) The President shall preside at all General meetings of the Club (per clauses 14 & 15) and the Chairperson of the Management Committee shall preside at meetings of the Management Committee [see clause 7b)]. Each shall have a casting or additional vote in the event of equality of votes.

COMMITTEE(S)

- 7a) The Club shall be managed in accordance with this Constitution by a Management Committee consisting of the Officers of the Club together with the six Activity Group Captains (Circuits, Multisports, Running, Juniors, Swimming and Walking), plus up to two other members of the Club entitled to vote under clause 4b.
- b) The Management Committee shall elect a Chairperson at its first meeting following the AGM each year.
- c) The Management Committee shall have the power to fill any Officer or Activity Captain vacancy that may occur during the year. Any mid-year appointment needs to be ratified at the next subsequent Annual General Meeting.
- d) The Management Committee shall have the power to co-opt additional committee members as required. Any new appointment needs to be ratified at the next subsequent Annual General Meeting.
- e) Management Committee members (per clause 7a) will retire from the Management Committee annually and may offer themselves for re-election.
- f) Each Activity Group captain will form a Support Team if required.
- g) Any Management Committee member unable to attend a Management Committee meeting can nominate a substitute to attend and act on their behalf. Any substitute is required to submit evidence of their appointment by the Management Committee member to the Chairperson in advance of the meeting that they are proposing to attend.
- h) All Committee Meetings will be open to all Club Members. Non committee members are entitled to attend and speak on any point under discussion, but only Management Committee members or their nominated substitute (per clause 7g) will be entitled to vote.

**MEMBERSHIP
SUBSCRIPTIONS
AND TRAINING
SESSION
FEES**

- 8a)** The amount of the annual membership subscription fees shall be reviewed each year and may be altered only by a resolution approved by greater than 50% of the voting members (per clause 4b) present and voting at a general meeting.
- b)** Annual membership subscription fees shall be due on the first day of joining the Club and renewed annually on each anniversary thereafter.
- c)** Should any training session fees be applicable, they shall be payable by all classes of member and visitors who participate in, or commit to, those particular sessions.

**NON-PAYMENT
OF ANNUAL
MEMBERSHIP
SUBSCRIPTIONS
OR TRAINING
SESSION FEES**

- 9a)** Members whose current annual membership subscription remains unpaid after due notice following their renewal anniversary plus 3 months or whose training session fees remain unpaid for 3 months after due notice shall cease to be members of the Club with immediate effect, subject to clause 9b) below.
- b)** The Club shall be sympathetic to financial adversity and shall take all reasonable steps to ensure that such situations do not prevent individuals joining the Club or remaining as members.

**APPLICATIONS
FOR
MEMBERSHIP**

- 10** All applications for membership shall be made via the online membership system on the Club website. Membership shall always be at the discretion of the Management Committee.

**EXPULSION OF
MEMBERS**

- 11a)** The Management Committee shall have the power to expel any member who shall offend against the Constitution of the Club or whose conduct shall in the opinion of the Management Committee render him/her unfit for membership of the Club.
- b)** Before any such member is expelled the Secretary shall give him/her seven days' written notice to attend a meeting of the Management Committee and shall inform him/her of the complaints made against him/her.
- c)** If the matter concerns a Junior member he/she must be accompanied by a parent or appropriate adult and the Club's Welfare Officer.
- d)** No member shall be expelled without first having an opportunity of appearing before the Management Committee and answering complaints made against him/her nor unless at least two-thirds of the Management Committee vote in favour of his/her expulsion or suspension pending further enquiries.
- e)** No member whose membership has been terminated under this clause or who owes money to the Club shall be introduced by any other member as a visitor to any part of the Club premises or to take part in Club activities.
- f)** Where a member is excluded, the Management Committee shall determine a period after which it is prepared to review such exclusion. The period shall be determined by the seriousness of the event. The decision taken at any review shall be at the discretion of the Management Committee and will take into account any remorse shown by the excluded member.

**ALTERATION
OF
CONSTITUTION**

12 The Management Committee may purpose changes to the Constitution, but no such alteration shall take effect until the same has been confirmed at the Annual General Meeting or Special General Meeting convened for that purpose.

**CODE OF
CONDUCT**

13 The Management Committee shall have the power to enforce a code of conduct for regulating the conduct and affairs of the Club provided the same are not inconsistent with this Constitution. Such code of conduct shall be posted in some conspicuous part of the Club premises and shall be binding on all members.

**ANNUAL
GENERAL
MEETING**

- 14a)** The Annual General Meeting of the Club, which may be conducted physically or virtually, shall be held annually before 31st March each year to transact the following business:
- i) To receive and, if approved, to adopt a statement of the Club's accounts to the preceding year ending 30th September.
 - ii) To consider and, if approved, sanction any duly made alteration of the Constitution.
 - iii) To appoint Officers, Activity Group Captains and other members of the Management Committee.
 - iv) To appoint an auditor or auditors.
 - v) To deal with any special matter which the Management Committee wish to bring before the members.
 - vi) To receive suggestions from the members for consideration by the Management Committee.
- b)** Notice convening the Annual General Meeting shall be communicated to members electronically using the most appropriate method suitable for the membership as determined by the Management Committee and posted on the notice board of the Club **not less than ten days** before the meeting and shall specify the matters to be dealt with.

**SPECIAL
GENERAL
MEETING**

- 15a)** A Special General Meeting may be convened, physically or virtually, by the Management Committee at any time.
- b)** A Special General Meeting shall also be convened **within twenty-one days** from the receipt of a requisition in writing signed by not less than twenty percent of the fully paid-up Adult, Student, Supporter & Social and Honorary Life members specifying the object of the meeting.
- c)** A Special General Meeting may be convened for any of the following purposes:
- i) To consider and, if approved, sanction any duly made alteration of the Constitution.
 - ii) To remove any member or members thereof from office and to fill any vacancy or vacancies caused thereby.
 - iii) To deal with any special matter which the members requiring

the meeting may wish to place before the Club.

- d) Notice of any Special General Meeting shall be communicated to members in the manner provided above for the Annual General Meeting per clause 14b.

QUORUM

- 16a) Management Committee meetings require at least five members of the committee to be present to be quorate. At general meetings a quorum shall be a minimum of twenty percent of the fully paid-up Adult, Student, Supporter & Social and Honorary Life members at that date who are entitled to vote in accordance with clause 4b).
- b) If a general meeting is held virtually, the Management Committee shall consider using an appropriate electronic voting system.

PROPERTY TRUSTEES

- 17a) There shall be not more than four Trustees of the land and clubhouse (the Property). The Property having been originally gifted to the Trustees by a Deed of Gift dated 30th December 1966.
- b) The Property shall be vested in the Trustees and be dealt with by them as the Management Committee shall from time to time direct by resolution (of which an acknowledged receipt of an electronic communication to the Trustees shall be conclusive evidence). The Management Committee shall have a duty to direct the Trustees to take all appropriate action to maintain the property in a state of good repair, meet all health and safety requirements and meet the costs of such action.
- c) All other monetary assets and general equipment belonging to the Club shall be under the control of the Management Committee
- d) The Trustees shall be indemnified against all risks and expense out of the assets and income of the Club. An insurance policy that includes Trustee Liability and Indemnity Insurance shall be kept in force by the Club to cover any excess.
- e) The Trustees shall hold office until death or resignation or until removal from office by resolution of the Management Committee.
- f) The Management Committee may nominate by resolution a new or additional, Trustee or Trustees, if it is deemed expedient to do so.
- g) For the purpose of giving effect to such nomination the Chairperson of the Management Committee is hereby nominated as the person to appoint new Trustees of the Property within the meaning of Section 36 of the Trustee Act 1925 (or any statutory modification or re-enactment thereof) and he/she shall by Deed duly appoint the person or persons so nominated by the Management Committee as the new Trustee or Trustees of the Property and the provisions of the said Act shall apply to any such appointment. Any statement of fact in any such Deed of Appointment shall be in favour of the person dealing bona fide and for value with the Club or Management Committee be conclusive evidence of the fact so stated.

SPECIAL TRUSTEE

- 18 By way of exception to the foregoing clause Mr Lewis Stockford Wood, who agreed on behalf of the Trustees of the late C.F. Wood to donate to the Club the site for the building to be erected as Headquarters for the

Club, shall from the completion of such gift be entitled to hold office as a Trustee of the Property during his pleasure and shall on his retirement have the right personal to him only or in the event of his death to his next of kin to nominate a member of his family to be a Trustee in his place. There upon on the retirement or death of the nominee similar action be taken that Trusteeship continues until family continuity ceases or no member of such family is available to serve. The provisions for the appointment shall apply as though the nomination had been made by the Management Committee.

- AFFILIATIONS** **19** The Management Committee may arrange for the affiliation of the Club to any relevant county, national or international body.
- FINANCIAL MANAGEMENT** **20a)** The Management Committee shall be required to make such financial arrangements as may be necessary to promote the wellbeing of the Club e.g. insurances, loans etc.
- b)** Steyning Athletic Club shall not distribute profits and shall apply all its income to the furtherance of the objective in clause 2 above.
- c)** The Management Committee shall without the need to obtain members approval be able to commit within a financial year up to the lower value of £20,000 or 50% of the capital reserves at the previous financial year end.
- FINANCIAL YEAR** **21** The Club financial year will end on the 30th September. The accounts will be made up to that date and audited annually by an Auditor appointed at the Annual General Meeting.
- DISPUTES** **22** Any point in dispute, whether covered by the Constitution or not, shall be dealt with by the Management Committee whose decision will be final and binding on all concerned.
- DISCLAIMER** **23** The Club shall not be responsible for any injury of any kind suffered by members or guests nor will it be responsible for loss or damage to members or guest's property of any kind howsoever caused.
- DISSOLUTION** **24** In the event of dissolution, the Club's assets not vested in the Trustees under clause 17b) shall be passed to a sports group in the local community identified by the Management Committee with similar aims and objectives.
- PROXY VOTES** **25** Individual members who cannot attend the Annual General Meeting or Special General Meeting are entitled to vote by proxy by appointing the person nominated by the Management Committee to cast a proxy vote on their behalf. Only the official proxy form for a particular Annual General Meeting or Special General Meeting can be used to direct the proxy.