

SOUTH MOLTON STRUGGLERS RUNNING CLUB

CONSTITUTION

[Approved at AGM on 20th November 2019]

DEFINITIONS

In this Constitution, the following definitions apply:

"*Athletics*" includes road, cross-country, fell, trail and track running;

"*Chair*" includes Chairman and Chairperson;

"*Club Financial Year*" means 1st October to 30th September;

"*Membership Year*" means 1st January to 31st December;

"*Quorum*" means the minimum number of persons required to be present at a meeting before decisions can be taken;

"*The Club*" means South Molton Strugglers Running Club;

"*The Committee*" means the body constituted under clause 4;

"*The Officers*" are the Chair, Secretary and Treasurer of the Club.

1. STATUS AND OBJECTS OF CLUB

1.1 The Club shall be known as South Molton Strugglers Running Club.

1.2 The Headquarters of the Club is at South Molton Assembly Rooms / Pannier Market, or as otherwise agreed by the Committee.

1.3 The Club is an unincorporated members club, organized on an amateur basis and holding all assets as trustee for its members.

1.4 Its objects are to provide facilities for, and promote participation of the whole community in, the sport of Athletics, including:

- To provide training and coaching for members.
- To organise open and club running races.
- To organise teams to represent the Club in championships and leagues and in such other competitions as the Committee shall decide.
- The Club shall cater for the following running disciplines: Road, Cross-Country, Fell, Trail and Track.
- The Club shall seek to be affiliated to such national and regional amateur athletic bodies as the Committee consider appropriate in order to carry out the objectives of the Club.

2. MEMBERSHIP

2.1 Membership of the Club shall be open to persons who are amateurs as defined by UK athletics governing bodies at that time, regardless of age (subject to 2.2 below), disability, ethnicity, gender, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.

2.2 Membership of the Club is open to anyone aged 16 or over. Children under the age of 16 are not allowed to join as members, but if exceptionally they are permitted to attend training, races or any club activity, they must be accompanied by their parent or guardian who shall be entirely responsible for them. For young people age 16 or 17, or any person considered vulnerable or potentially vulnerable, a parent or guardian is to be entirely responsible for their attendance at all club activities or must give their permission for such attendance.

2.3 Membership falls due on the first of January each year.

2.4 Members are required to complete a membership form and to pay the subscription in force at the time. A list of members may be made available to other paid-up members, but otherwise details of membership are considered confidential to the Club's committee and shall not be shared with a third party, with the specific exception of members who affiliate to *England Athletics*, whose relevant details will be provided to that Association.

2.5 Potential new members shall, subject to agreement by a Committee Member, be permitted to run with the Club for up to three occasions as a guest, but thereafter must become a member in line with clause 2.4 above.

2.6 The Committee may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to a panel of three persons who:

- (a) have been Club members for at least 3 consecutive years;
- (b) were not involved in the original decision;
- (c) have been chosen by a vote of Club members, by majority of those voting;
- (d) will make their decision by majority vote.

2.7 An EA-registered Member intending to withdraw from the Club must give notice to the Secretary or Treasurer, and his/her membership terminates on the date of that notice unless he/she is financially indebted to the Club, in which case the Committee may withhold acceptance of the resignation until he/she has discharged his/her liability.

3. SUBSCRIPTIONS

3.1 The Annual Subscription of the Club shall be as proposed by the Committee and subsequently ratified at a General Meeting. The subscription is payable on joining and subsequently on the 1st January in each year. However, where new members join on or after 1st October in any year, their subscription payable on joining will cover membership until the end of the following Membership Year.

3.2 Any Member who has not paid his/her current subscription by 1st March is deemed to have resigned and will not be permitted to attend any Club activities.

4. MANAGEMENT

4.1 The Management of the Club is vested in a Committee comprising the Officers and other elected members up to a number the Committee shall from time to time decide. However, the total number of Committee members (including Officers) shall not exceed eight.

4.2 The Committee has power to fill any vacancy that may arise and to co-opt members for particular projects, but co-opted members shall not have a Committee vote.

4.3 The committee shall meet at the discretion of the Chair, but not less than three times a year and at least once in any six months period. Meetings of the Committee shall be chaired by the Chair or in their absence the Treasurer. The chair of the meeting shall have a casting vote in the event of a tie. A quorum for committee meetings shall be 50% of committee members, including at least one Officer.

4.4 Any Officer or member acting in good faith and with the agreement of the Committee is deemed to do so as agent for and with the full agreement of the Club. Without prejudice to any other indemnity to which such member may otherwise be entitled, they shall be indemnified out of the assets of the Club against any liability incurred by him or her in the proper discharge of his or her duties to the fullest extent permitted by law.

4.5 The Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Rules.

- 4.6 In the event of a Conflict of Interest:
- (a) the Officer or Committee Member shall declare the nature and extent of any direct or indirect interest in a transaction or arrangement with the Club or a third party which conflicts or may possibly conflict with his or her duties to the Club;
 - (b) if the non-conflicted Members deem there to be a material conflict, the conflicted person should withdraw from that part of the meeting and shall not vote;
 - (c) if there is deemed not to be a material conflict by the non-conflicted Members, the person that declared the conflict shall be allowed to re-join the meeting, take part and vote as applicable.

5. FINANCE

5.1 The financial year of the Club shall end on 30th September.

5.2 All funds belonging to the Club shall be deposited with a bank or building society in accounts that shall carry the Club title. All accounts shall operate on a minimum of two signatories, one of whom will be the Treasurer and the other either the Chair or Secretary. Additional Committee Members may be added as signatories if deemed necessary and approved by the Treasurer and Chair.

5.3 The Club's financial accounts fall into two categories: normal income and expenditure based on the income from membership; and events income and expenditure based on races organised by the Club. Accounts for each category, together with consolidated accounts, shall be made available at the Annual General Meeting, which shall decide how any surplus events income may be allocated (for example: to a charitable purpose or retained by the Club for investment in the Club's activities).

5.4 The Annual Accounts shall be independently inspected and verified by someone other than the Treasurer. This does not need to be a full audit and can be performed by a club member or non-member considered suitable by the Committee.

6. PROPERTY AND FUNDS

6.1 The income and property of the Club shall be applied solely towards promoting the Club's objects as set out in this constitution and no part of them shall be paid or transferred, directly or indirectly, to the members of the Club.

6.2 Notwithstanding the above paragraph, the Club may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, travel expenses and other similar benefits.

7. ANNUAL GENERAL MEETING (AGM)

7.1 An AGM shall be held within three months of the end of the Club Financial Year to receive the Committee's report and financial statement, elect Officers and Committee and deal with any other matter specified on the agenda.

7.2 Only fully paid up members may attend and/or vote. A simple majority of those voting is needed to pass a motion. In the case of an equality of votes the Chair will have a second, casting vote. Voting shall be by a show of hands except where the Chair decides voting shall be by ballot.

7.3 The Secretary must give members 14 days' notice of the meeting in the manner specified in section 9, and notice of any business which it is desired to place on the agenda must be given in writing to the Secretary at least 7 days before the meeting. Items not on the agenda may be raised and discussed at an Annual General Meeting, but not voted on.

7.4 All registered (paid-up) members of the Club at the meeting shall have one vote. In the case of an equality of votes the Chair will have a second, casting, vote. Voting shall be by a show of hands except where the Chair decides voting shall be by ballot.

[Footnote not forming part of Constitution: This clause 7.4 is superfluous and will be removed when the Constitution is next revised, as it is already adequately covered by 7.2 above]

8. SPECIAL GENERAL MEETING

8.1 A Special General Meeting must be called by the Secretary within 14 days of the receipt by him/her of a requisition in writing signed by at least twenty-five per cent (25%) of the members of the Club, or if so decided by a meeting of the committee, stating the business to be brought before such a meeting. The Secretary shall give at least 21 days' notice to members of the time and place of any Special General Meeting and the business to be dealt with at any such meeting.

8.2 Only fully paid up members may attend and/or vote, and voting shall be by a show of hands except where the Chair decides voting shall be by ballot. A simple majority of those voting is needed to pass a motion except under clause 10 or 11.

9. NOTICES, ELECTRONIC VOTING AND PROXY VOTES

9.1 All notices of General Meetings (including AGMs, EGMs and SGMs) shall be published on the Club's website.

9.2 A member who is entitled to vote but not able to attend a General Meeting (including AGMs, EGMs and SGMs) may vote electronically using the Contact Form on the Club's website, although these votes will not count towards a quorum at a meeting. Proxy Voting shall not be permitted.

10. ALTERATION OF THE CONSTITUTION

10.1 No alteration or addition may be made to the Constitution except by a Special General Meeting called for that purpose at which a quorum shall be twenty-five per cent (25%) of the members of the Club. Notice of any proposed amendment must be given as provided in clause 8. A TWO-THIRDS majority of the members voting BOTH in total AND those with not less than 2 years continuous membership is needed to pass a motion making an alteration or addition to the Constitution.

11. WINDING UP

11.1 The Club shall not be wound up except by a Special General Meeting called for that purpose at which a quorum shall be twenty-five per cent (25%) of the members of the Club. A 75% majority of the members voting, BOTH in total AND those with not less than 3 years continuous membership, is needed to pass a motion winding up the Club.

11.2 The Committee will then be responsible for the orderly winding up of the Club's affairs.

11.3 After settling all liabilities of the Club, the Committee shall dispose of the net assets remaining to one or more of the following, in order of priority:

- another Club with similar sports purposes; or
- a sports body with similar sports purposes; or
- a suitable charity or charities, preferably with similar community sports purposes.