

# **SEDGEFIELD SQUASH CLUB**

## **CONSTITUTION & RULES**

### **1. Name**

The club shall be called Sedgefield Squash Club, and shall be affiliated to both England Squash and the Durham & Cleveland Squash Rackets Association. This Constitution & Rules document shall be prominently displayed inside the Club's premises.

### **2. Guidance to Definition of Terms**

In this document, subject to any additional description or provision elsewhere in this document, the following terms are to be generally defined and interpreted as follows:

“Club”	means Sedgefield Squash Club
“Member”	means any person fulfilling the criteria set out in section 6
“Annual General Meeting”	or “AGM” means the meeting of Club Members as described in section 4
“Club Officer”	person(s) elected or co-opted to the Management Committee in one of the named positions set out in section 5
“Management Committee”	means the group of persons whose roles and responsibilities are described in section 5
“Chairperson”	person responsible for chairing both Management Committee meetings and the AGM
“Secretary”	person responsible for taking and distributing minutes of meetings, handling correspondence and the general administration of the Club
“Treasurer”	person responsible for administration of the Club's finances, and provision of income and expenditure figures and evidence to support the compilation of annual accounts
“Club Captain”	person who will act as a figurehead for the Club's teams that participate in external competition, and provide oversight with team selection rankings and seedings for Club competitions
“Membership Secretary”	person who administers the receipt of membership fees in accordance with section 6
“Leagues Secretary”	person who administers the Club's internal squash leagues
“Social Secretary”	person with principal responsibility for the organisation of and publicity for all social events and / or fundraising activities
“Child & Adult Safeguarding Lead”	person whose duties are to ensure the safety and wellbeing of all children (including junior members and visitors) and vulnerable adults.

Words should be given their ordinary everyday meaning unless expressly stated otherwise. References to “in writing” shall be deemed to include communication by email or other electronic or telephonic communication that is clear and capable of onward transmission.

The definitions above are for guidance purposes to assist in the understanding of how the Club is operated. They are not definitive or exhaustive interpretations.

### **3. Aims and Objectives**

The aims and objectives of the club shall be to:

- (i) Deliver a well managed club, ensuring that sustainability and development of the Club are realised
- (ii) Provide facilities for the playing of squash & racketball in a safe environment and to encourage new members to the Club
- (iii) Offer coaching and competitive opportunities in the playing of squash and racketball
- (iv) Promote the club within both the local community and England Squash
- (v) Ensure a duty of care is provided to all members of the club
- (vi) Provide all its services and opportunities in a way that is fair to everyone
- (vii) Ensure that all present and future members receive fair and equal treatment

### **4. Annual General Meeting**

4.1 The AGM shall be held in May each year and notification of the AGM shall be issued by the Secretary not less than 28 days in advance. Notification shall be deemed effective in this respect via the placement within the Club's premises in reasonably prominent places of at least two written notices confirming the date and commencement time of the AGM.

4.2 Prior to the AGM taking place:

- (i) Not less than 28 days before the AGM, a notice within the Club premises shall be displayed inviting nominations

for Club Officers

- (ii) Such nominations must be proposed and seconded by separate Club members other than the nominee
- (iii) Nominations may be made either by endorsement on the notice in (i) above, or communicated in writing to the Secretary

4.3 Any proposal for the amendment to this Constitution & Rules document shall be provided in writing to the Secretary not less than 7 days prior to the AGM. This shall include any proposals agreed by and minuted by the Management Committee prior to the AGM.

4.4 Any person may attend the AGM but the only persons eligible to vote are persons classified as Members not less than 21 days prior to the AGM. The AGM shall be deemed quorate with not less than seven Members present. For the purposes of this Rule, a Member shall be deemed to be an eligible voting member provided they are over 16 years old as at the date of the AGM.

4.5 The purposes of the AGM are as follows:

- (i) to consider and if approved, accept a statement of the audited accounts
- (ii) to elect Club Officers
- (iii) to consider any proposals for amendments to this Constitution & Rules document
- (iv) to consider any other business brought to the attention of the AGM and deemed appropriate and necessary for discussion

4.6 For the avoidance of doubt, the Club Officers in post immediately prior to the AGM shall be deemed to remain in post until the business of the AGM has been completed. Usually, the AGM should be chaired by the Chairperson, sitting with the Secretary who should keep to an agenda made available to all persons present at the AGM.

4.7 Voting at the AGM shall be conducted as follows:

- (i) A vote shall not be deemed necessary in order to pass any motion, make a decision or elect any Club Officer in the event of any such proposal being unopposed.
- (ii) Subject to (iii) below, where any motion or proposal is opposed, or where there are two or more properly proposed persons for any Club Officer's position, a vote shall take place upon a show of hands of all those eligible voting Members present to determine the outcome. The outcome shall be decided by a simple majority of votes cast. In the event of an equal number of votes being cast for more than one proposal or person, the Chairperson shall have the casting vote. Should the Chairperson be absent, the Secretary shall have the casting vote.
- (iii) Any eligible Member who is unable to be present at the AGM may cast their vote by proxy upon any matter falling to be decided at the AGM. To be treated as an unequivocal proxy vote, an absent Member shall provide clear notification to the Secretary in advance of the AGM as to the matter(s) upon which they wish to cast their proxy vote. Any ambiguity in the terms of a Member's proxy notification shall render their vote upon that matter invalid.
- (iv) The Secretary shall only inform the AGM of a proxy voter's choice after Members present have completed their votes upon a show of hands.

4.8 During the election of Club Officers at the AGM, the Secretary shall firstly confirm the names of all properly made nominations for each position. Additional nominees may then be proposed and seconded by eligible voting Members, following which a vote shall be taken upon all nominees in accordance with Rule 4.7.

4.9 In the event of any Club Officer's position remaining unfilled at the AGM, it shall be the responsibility of the Management Committee to use their best endeavours to fill each vacancy during the course of their subsequent meetings. This may be achieved by either existing Club Officers taking on additional roles, or other Members being co-opted on to the Management Committee. A Club Officer's position remaining unfilled shall not of itself be deemed as grounds to invoke Rule 4.10, unless the circumstances are such that the Management Committee cannot reasonably function with its responsibilities to the Club.

4.10 An Extraordinary General Meeting ("EGM") may be convened at any time following a requisition in writing endorsed by not less than four members specifying the purpose of the EGM for any of the following purposes (non-exhaustive list):

- (i) To consider and if approved, sanction any amendment(s) to this Constitution & Rules document that cannot reasonably be left to be determined at the next AGM.
- (ii) To deal with any serious disciplinary matter which cannot reasonably be dealt with by the Club's Disciplinary Rules
- (iii) To receive the resignation of the Management Committee; and elect a new Management Committee.
- (iv) To seek the removal of any Club Officer who has not resigned, in circumstances where the reputation of the Club may be brought into disrepute by the continued presence of that person on the Management Committee.

4.11 The procedure for convening an EGM shall be similar to the AGM, with the following (non-exhaustive list of) exceptions:

- (i) The notice period may be reduced to less than 28 days (but not less than 7) if the circumstances are justified.
- (ii) The casting vote provisions in Rule 4.7(ii) would be varied should either the circumstances in Rule 4.10(ii) or (iv)

be under consideration, such that any Club Officer whose removal is sought by the EGM motion cannot hold a casting vote. Should neither the Chairperson nor Secretary be eligible to hold the casting vote for any reason, the casting vote would pass to the next available Club Officer in this order of eligibility: Treasurer, Club Captain, and Membership Secretary.

## 5. Club Officers & Management Committee

5.1 Club Officers shall be elected at the Annual General Meeting and entitled thereafter to attend and vote at Management Committee meetings. The positions for which Club Officers should normally be appointed are:

Chairperson  
Secretary  
Treasurer  
Club Captain  
Leagues Secretary  
Membership Secretary  
Health & Safety Representative  
Child & Adult Safeguarding Lead  
Junior Committee Representative

5.2 Subject to Rule 5.4(i) and the Club's aims and objectives being met:

- (i) A person may be appointed to more than one Club Officer's position.
- (ii) Person(s) may be appointed as a deputy or temporary replacement to any Club Officer's position

5.3 All officers shall be eligible for re-election at the next Annual General Meeting.

5.4 The Management Committee shall:

- (i) Consist of the Club Officers listed in Rule 5.1, along with any other person(s) who may from time to time be co-opted to join; subject to there being a maximum of 15 persons on the Management Committee at any one time.
- (ii) Convene on not less than 10 occasions per year.
- (iii) Be deemed quorate at any such meeting with a minimum of 4 eligible persons present.
- (iv) Only be able to make binding decisions when a meeting is quorate.

5.5 Each member of the Management Committee present at any meeting shall be entitled to vote upon any matter requiring determination. The following procedures shall apply to any Management Committee votes:

- (i) No member of the Management Committee shall take part in discussions prior to a vote (nor have a right to vote) upon any matter where there exists an actual or perceived risk of a conflict of interests (section 10)
- (ii) A simple majority vote shall apply.
- (iii) The Chairperson shall have the casting vote in the event of an equal vote
- (iv) In the absence of the Chairperson, the Secretary shall have the casting vote; and in both their absences the casting vote would pass to the first available Club Officer in this order: Treasurer, Club Captain, and Membership Secretary.

5.6 The Management Committee's main responsibilities and functions are as follows:

- (i) Management of the day to day business of the Club and ensure its aims and objectives are adhered to. This includes but is not limited to: the administration of membership & setting of membership categories and fees, court maintenance & cleaning, building and premises maintenance, utility services, organisation of internal leagues and competitions, organisation of Club teams participating in external competition, and liaison with regional & national squash and sports associations.
- (ii) To have the power to appoint one or more sub-committees as may be necessary to fulfil the Club's business.
- (iii) The adoption of policies, codes of conduct or rules that affect the day to day running of the Club
- (iv) To ensure that the Club's Disciplinary Rules are adhered to, and implementation of any decisions made

## 6. Membership

6.1 Membership of the Club shall be open to all, irrespective of age, gender, disability, race, ethnic origin, creed, colour, social status or sexual orientation.

6.2 All members shall be subject to this Constitution and Rules document, and by joining the Club will be deemed to accept the same along with any codes of conduct that the Club adopts.

- 6.3 Members may be enrolled into categories and the Management Committee shall have discretion to determine the conditions of each membership category including court usage.

## **7. Membership Fees**

- 7.1 The Club's membership year commences on 01 September and subject to Rule 7.5, membership fees shall be paid by 30 September.
- 7.2 Any person who has not paid membership fees by 30 September shall, unless and until such fees have been paid, be deemed to be a non-member of the Club.
- 7.3 Notwithstanding the provisions of Rule 7.2, any person reasonably considered to have persistently used the Club's facilities during a period when they were deemed to be a non-member of the Club, can still be subject to (and bound by any decision made by) the Club's Disciplinary Rules.
- 7.4 The Membership Secretary shall use reasonable discretion to determine the membership fee payable in the following circumstances:
- (i) Any person joining the Club on or after 01 October may be required to pay a membership fee less than the annual membership fee, equivalent to a reasonable pro rata proportion of the remainder of the membership year remaining.
  - (ii) Any Club member wishing to amend their membership category (to a more expensive category) during the membership year may be required to pay the pro rata difference between the respective fees
- 7.5 Membership fees shall normally be non-refundable once paid. However, in exceptional circumstances the Management Committee may consider any person's situation upon a case by case basis, and may allow partial or full reimbursement of any membership fees paid.

## **8. Finance**

- 8.1 All Club monies shall be banked in an account held in the name of the Club. The Club is accountable to Sedgefield Arts & Recreation Community Association which includes the Club's financial accounts in its overall accounts which are independently audited.
- 8.2 The Club's financial year shall end on 31 March or such other calendar date as required by Sedgefield Arts & Recreation Community Association.
- 8.3 The Treasurer shall:
- (i) be responsible for the day to day management of the Club's finances
  - (ii) present at Management Committee meetings a written summary of the Club's current financial position including items of income & expenditure, and a simple balance sheet
  - (iii) ensure that all evidence of income & expenditure is adequately evidenced in sufficient to allow Sedgefield Arts & Recreation Community Association to fulfil their own accounting requirements
  - (iv) present to the AGM a financial statement for the preceding year
- 8.4 Any cheques drawn against Club funds should hold the signatures of two nominated signatories, to be agreed by the Management Committee.
- 8.5 The Management Committee shall have no power to borrow money on behalf of the Club in the form of a secured or unsecured loan; nor shall have the power to sub-lease the Club premises, nor grant any licence to occupy the same. The Management Committee shall not be prohibited from making a purchase via a hire purchase agreement or other similar consumer credit facility provided that the terms are reasonable and the Club's finances are clearly capable of discharging the full liability without penalty within the proposed term for repayment.

## **9. Disciplinary Rules**

- 9.1 Any complaint or grievance about the conduct of any Member must be made in writing to the Secretary.
- 9.2 Upon receipt of a written complaint, the Secretary shall within 7 days:
- (i) Acknowledge receipt of the complaint and provide a brief explanation to the complainant as to how the Disciplinary Rules operate
  - (ii) Notify all Management Committee members of the fact that a complaint has been received without disclosing the

- (iii) details of the complaint, and confirm the date of a disciplinary meeting
- (iii) Convene a disciplinary meeting in accordance with Rule 9.3 onwards.

9.3 A disciplinary meeting panel shall consist of three Management Committee members which should normally:

- (i) Include the Secretary
- (ii) Not include the Chairperson
- (iii) Not include any person who may have direct knowledge of the complaint (eg, having witnessed the incident) or any person to whom the conflict of interests prohibitions apply.

9.4 A disciplinary meeting shall adopt the following format:

- (i) It should normally take place within 14 days of the written complaint being received.
- (ii) It shall take place in private at a time and place that is reasonably convenient to all participants.
- (iii) The Member against whom the complaint has been made must be provided with the nature of the complaint not less than 7 days before the disciplinary meeting. The Secretary shall if reasonably necessary seek statements from any relevant witnesses. A witness may give their account to the disciplinary hearing. Copies of statements shall be provided to the Member against whom the complaint has been made as soon as reasonably practicable and in advance of the disciplinary meeting. In the event of any additional relevant information becoming known to the Secretary prior to the disciplinary meeting, the Member shall be provided with the details at the earliest reasonable opportunity.
- (iv) The meeting shall begin with the broad circumstances of the complaint being explained to the affected Member.
- (v) The Secretary shall then either read out any written complaint and / or witness statement(s) that have been obtained
- (vi) The Member shall then be given an opportunity to respond, which may include hearing from any other person(s) (including in writing) who can provide direct information to assist in the determination of the complaint.
- (vii) The disciplinary meeting panel may, if necessary to obtain further information or any other proper reason, adjourn the meeting for up to 14 days. This also applies at any point prior to the resolution of the complaint.

9.5 The following policies also apply to disciplinary meetings:

- (i) The Member against whom the complaint is made may have another person of their choice present throughout the disciplinary meeting, to act as an observer.
- (ii) Any such observer shall not be a person whom the Member wishes to address the meeting on their behalf.
- (iii) Any witness or person invited by the Member to give relevant information (Rule 9.4(vii)) should not normally be present in the meeting room until the meeting is ready to hear from them.
- (iv) Detailed minutes of the meeting shall be taken by the panel with the affected Member invited to check before the complaint is resolved.
- (v) Should the Member be voluntarily absent from the disciplinary meeting, then the meeting may still proceed without hearing from the Member.
- (vi) Should the Member have communicated an explanation for their absence which is considered reasonable, the disciplinary meeting panel shall have the power to postpone the commencement or completion of the meeting for any reasonable period if it is satisfied that there are good and proper grounds to do so.

9.6 After hearing all relevant and reasonably available material, the members of the disciplinary meeting panel shall resolve the complaint (and where necessary, a 2:1 majority decision is acceptable). Material should be considered using the balance of probabilities principle. The Member shall be notified within 48 hours of both their decision upon whether the complaint has been upheld, and if so, what sanction (if any) is to be imposed. If a complaint is upheld, then brief reasons for the decision shall be given in writing, as should brief reasons for the level of sanction (if any) imposed. These reasons should not include any details of any majority decision. The complainant shall be similarly informed.

9.7 The range of sanctions available following a disciplinary meeting are:

- (i) No sanction
- (ii) Written admonishment
- (iii) Suspension of membership (without entitlement to reimbursement of membership fees) for a period of between 14 days to 12 months
- (iv) Expulsion from the Club

It shall also be open to include as part of any other sanction, or as a stand alone sanction, to impose a temporary or permanent prohibition from entering the Club premises.

9.8 If a Member against whom an adverse finding has been made wishes to appeal against either or both the adverse finding and sanction imposed against them, then:

- (i) Notification shall be given in writing to the Secretary within 7 days of the Member receiving notice of the decision.
- (ii) The matter shall then be considered at the next Management Committee meeting, where any fresh and relevant

material not originally available may also be considered along with the minutes from the original disciplinary meeting.

- (iii) Management Committee members who participated in the original disciplinary meeting panel should not normally participate in the determination of the appeal, and should have no voting rights upon the appeal decision.
- (iv) The Management Committee shall in the case of an appeal from the Member, have absolute discretion as to whether to allow or dismiss the appeal, including the reduction in sanction imposed. This power does not permit the increased severity of the sanction imposed.

## 10. Conflicts of Interest

10.1 The Management Committee has a duty to act in the best interests of the Club when making decisions. Any member of the Management Committee must immediately declare a conflict of interests when aware of any possibility that their personal or wider interests could influence decision making.

Conflicts of interest may arise where either:

- (i) There is a potential financial or measurable benefit directly to that Management Committee member or indirectly through a connected person such as a close family member, business colleague or associate, or close personal friend; or
- (ii) The Management Committee member's duty to act in the best interests of the Club may compete with a duty or loyalty they owe to another organisation or person.

10.2 Where there is a risk of a conflict of interests arising, the Management Committee member concerned shall (having declared the risk) withdraw prior to discussions and decisions commencing. That person cannot vote or be counted in deciding whether a meeting is quorate.

10.3 The Management Committee meeting (or AGM or EGM) shall make detailed minutes following the declaration of a risk or actual conflict of interests, to note its nature, who was affected and when they withdrew, and how the decision was reached in the best interest of the Club.

## 11. Child Protection Policy

11.1 The Club is committed to providing an enjoyable environment where children can learn about, participate in and enjoy squash free from harassment or abuse. Safeguarding is based upon providing such an environment that meets the needs and requirements of children. Children may be asked for and be able to offer their views and opinions in a welcoming way, so that they are able to share any concerns, and all Members feel more able to challenge poor practice or behavior.

The Club has appointed a Child & Adult Safeguarding Lead who is responsible for ensuring that the Club maintains and enforces a child protection policy at all times, for dealing with any reports or concerns about the welfare or safety of any child participating in the Club's activities.

## 12. Dissolution

12.1 A resolution to dissolve the Club can only be passed at an AGM or EGM through a majority vote of the membership.

12.2 In the event of dissolution, any assets of the Club that remain will become the property of Sedgefield Arts and Recreation Community Association.

## 13. Amendments to the constitution

This Constitution & Rules document shall only be changed through agreement by majority vote at an AGM or EGM.

## 14. Declaration

The Club hereby adopts and accepts this Constitution & Rules document as a current operating guide regulating the actions of the Members.

SIGNED .....

DATE .....

NAME .....

Club Chairperson

SIGNED .....

DATE .....

NAME .....

Club Secretary

Other Committee Members:

SIGNED .....

DATE .....

NAME .....

SIGNED .....

DATE .....

NAME .....

SIGNED .....

DATE .....

NAME .....

SIGNED .....

DATE .....

NAME .....

SIGNED .....

DATE .....

NAME .....

SIGNED .....

DATE .....

NAME .....