

## MALDON GIG ROWING CLUB CONSTITUTION

### 1. NAME

The Club shall be known as **The Maldon Gig Rowing Club** (the “*Club*”).

### 2. OBJECTS

The purpose of the Club is **to promote rowing for all.**

### 3. CLUB STATUS & ASSET PROTECTION

- (a) The Club is a not-for-profit association owned by its Members.
- (b) Such ownership does not entitle Members (including the Committee) to use any property or funds of the Club for private purposes or to any distribution of profit: any income surplus or profit will be retained by the Club and used for the objectives of the Club.
- (c) Any assets acquired by or donated to the Club may not be disposed of other than in accordance with the following two provisions (d) and (e).
- (d) The Club may determine by special resolution that an asset is no longer required by the Club and, in that event, may decide by special resolution either (i) to dispose of the asset for full consideration, with the proceeds being received by the Club and applied for the objects of the Club, or (ii) that the objects of the Club will be served by transferring that asset to another not-for-profit body with equivalent asset protection and similar objects to the Club or to a charity approved by the general meeting at which the resolution is passed.
- (e) In the event of a special resolution to terminate the Club, the assets of the Club will be transferred to another not-for-profit body with equivalent asset protection and similar objects to the Club or to a charity approved by the general meeting at which the resolution to terminate is passed.

### 4. CONSTITUTION

- (a) This document, together with any other documents stated in it to be deemed a part of it, is the Constitution of the Club.
- (b) The Constitution shall not be altered, amended or rescinded and the Club shall not be terminated except by a special resolution of not less than 75% of the Members present or represented at a general meeting of the Club but there shall be no alteration, amendment or rescission of the principles of Club status and asset protection set out in Article 3 above.

### 5. MEMBERS

#### (a) Qualification

Membership of the Club is open to all persons aged 11 years and above.

#### (b) Definition

Subject to the provisions of Article 10(d) below, a “*Member*” of the Club is a person who has been admitted to Membership and whose membership has not been terminated in accordance with the following provisions.

**(c) Classes of Membership**

Members may be individual adult or junior members or family members (consisting of up to two adults and the children aged 11 to 18 years living in their household) and such other categories as may be agreed by the Committee.

**(d) Becoming a Member**

- (i) Every person who wishes to become a Member shall deliver to the Club an application for membership in such form and containing such information as the Committee requires.
- (ii) The Committee may refuse applications for membership without giving reasons and may also limit membership numbers according to available facilities but any such refusal or limitation shall be on a non-discriminatory basis, in accordance with the equal opportunities policy contained in this Constitution.
- (iii) The Committee will notify applicants of the acceptance or refusal of their application for membership. In the event of refusal, any fee paid will be promptly refunded.

**(e) Continuation of Membership**

Members will pay an annual subscription as a condition of continued membership.

**(f) Termination of Membership**

- (i) Any Member may resign by giving notice to the Secretary.
- (ii) Any Member violating any of the Constitution, rules or regulations of the Club or being adjudged guilty of unsatisfactory conduct may have his membership terminated by the Committee by notice in writing, setting out the reasons for termination.
- (iii) A member shall be deemed to have resigned from the Club if, after notice in writing, they have not paid the annual subscription or any other fees due from them to the Club within three months of the date on which the subscription/fee became due.

**(g) Reinstatement**

A person whose membership has been terminated may have his membership reinstated by the Committee.

**6. THE COMMITTEE**

- (a) The Club will be managed by a committee of Members (the “*Committee*”). Members of the Committee are called “*Officers*” in this Constitution.
- (b) Only Members over the age of 16 years are eligible to be Officers and, if an Officer is a family Member, no other person included in the same family membership may become an Officer.
- (c) In the event of an Officer ceasing to be a Member, he will automatically cease to be an Officer.
- (d) One third of the Officers shall retire at the date of the annual general meeting in each year but shall be eligible for re-appointment. The Officers to retire shall be those who have served longest since their (most recent) appointment; to any extent (for example in the first two years) that length of service does not determine the list, those to retire shall be nominated by the Committee or, in the absence of agreement, determined by lot.

- (e) The Committee shall include a Chairman, Captain, Secretary, Treasurer and such other Officers as the Committee shall determine. The responsibility of each Officer shall be determined by the Committee.
- (f) The Committee shall meet at regular intervals during the year, as required by the business to be transacted and a meeting shall be called by the Secretary if required by the Chairman or not less than two Officers. The quorum for a committee meeting shall be three members present or represented.
- (g) The Committee is responsible for the general management and conduct of the Club's business and activities and is empowered to:
  - (i) make rules, byelaws and policies for the operation of the Club and its activities;
  - (ii) adopt and apply safety standards and carry out or arrange for the carrying out of risk assessments;
  - (iii) negotiate and contract with third parties on behalf of the Club;
  - (iv) prescribe classes of membership (including the rights attaching to such classes);
  - (v) prescribe fees payable by Members, including initial and annual subscriptions;
  - (vi) obtain public liability and directors' and officers' insurance to cover the activities of the Club and the Committee;
  - (vii) appoint trustees to hold the Club's assets;
  - (viii) rule on the interpretation of the Constitution or matters not provided for within the Constitution;
  - (ix) set the Club's programme of activities and the co-ordination of participation with other rowing clubs and associations;
  - (x) generally take such actions and decisions as they reasonably consider appropriate to further the objects of the Club.

## 7. ACCOUNTS

- (a) All money received for the Club shall be immediately paid to the Treasurer or paid into the Club bank account, with the amount, payer and purpose of the payment reported to the Treasurer.
- (b) The Treasurer will be responsible for the collection and disbursement of all monies belonging to the Club and will keep proper accounting records of all such transactions.
- (c) The Treasurer will present to the Members at the AGM a balance sheet and income and expenditure account showing the Club's financial position and the results of its transactions for the year.
- (d) The transactions of the Club will be conducted through a bank account which will require two signatures (with 4 Officers being designated for the purpose).
- (e) Every annual general meeting shall appoint a reporting accountant, independent of the Treasurer, who shall at the conclusion of the next financial year examine the accounting records of the Club and report to the members on the income and expenditure accounts and balance sheet that are presented to the next AGM.

## 8. EQUAL OPPORTUNITIES POLICY

The Club is fully committed to equality of opportunity. No Member, volunteer, employee or applicant shall receive less favourable treatment on the grounds of race, ethnic origin, colour, gender, disability, nationality, parental or marital status, pregnancy, religious belief, age, social status, sexual orientation or political belief.

## 9. CHILD PROTECTION PROCEDURES

Children under 15 years will only be admitted as Members if their parent or legal guardian is a Member or is present whilst the child is undertaking Club activities. The *Maldon Gig Rowing Club: Safeguarding Children Policy* published at the same time as this Constitution is aimed at providing suitable guidance and child protection together with such further rules, guidance and risk assessments as may be adopted by the Committee (the “**Child Protection Policy**”). All adults responsible for training or supervising children or otherwise involved in Club activities involving children will be required to confirm their understanding of and adherence to the policy.

## 10. GOVERNANCE & PROCEDURES

- (a) An annual general meeting of the members of the Club will take place each year on a date set by the Committee and notified to the Members by the Secretary.
- (b) An extraordinary general meeting will take place in the event of the Secretary receiving notice from the Committee or from not less than 10% of the Members requiring him to arrange such a meeting and providing a written statement of the resolution(s) to be proposed at that meeting.
- (c) Resolutions to be presented at a general meeting which have not been proposed by the Committee must be supported by not less than 10% of the Members.
- (d) Not less than 28 days’ notice shall be given of any general meeting and not less than 14 days’ notice shall be given of any business to be transacted at a general meeting.
- (e) The quorum for a general meeting shall be five Members.
- (f) Junior Members under the age of 16 years will not be entitled to vote nor will they be included for the purpose of the quorum. In the case of family membership, only two persons (who must be over the age of 16 years) present or represented at the meeting who are included in the same family membership will be counted as Members for the purposes of the quorum and voting. The definition of “**Member**” is accordingly varied in this Article (including the model articles referred to at (h) below) to the extent necessary to reflect these provisions.
- (g) E-mail is the preferred method of communication. By providing an e-mail address to the Club, a Member agrees to receive any notices or other communications by e-mail to that address. Any notice or other communication required to be in writing may be given by e-mail to the address notified to the Committee by the Member. Communication sent by Members to the Club should be addressed to the Club Secretary.
- (h) Otherwise, the Club, Committee and Members will operate in accordance with *Schedule 2* of the *Companies (Model Articles) Regulations 2008* which are adopted and deemed to be a part of this Constitution ([www.legislation.gov.uk/uksi/2008/3229/schedule/2/made](http://www.legislation.gov.uk/uksi/2008/3229/schedule/2/made)), with “company” meaning the Club, “director” meaning an Officer and “member” meaning a Member of the Club, except -
  - (i) that Articles 19 (2) – (4) and 20 of the Model Articles shall not apply and the Officers shall not be entitled to any remuneration for their services nor to any expenses for attending Club or Committee meetings;
  - (ii) that Article 2 (relating to companies limited by guarantee) shall not apply; and
  - (iii) to any extent that the provisions of the Schedule are contrary to the terms of this Constitution, in which event this Constitution shall prevail.

## **11. LIMITATION OF LIABILITY**

- (a) Members use the Club facilities entirely at their own risk.
- (b) The Club will not be liable for any personal injury arising out of the use of the Club facilities either sustained by Members or caused by Members nor any damage to or loss of property belonging to Members.
- (c) Officers and any trustees appointed by them shall not incur financial or legal liability when acting in the rightful exercise of their office. Any such liability shall be that of the Club.
- (d) Officers and any trustees appointed by them are entitled to be indemnified by the members against any liabilities properly authorised to be incurred by the Committee and incurred by any Officer or trustee on behalf of the Club in accordance with such authorisation. The limit of any Member's indemnity in this respect shall be a sum equal to one year's subscription at their then current rate.
- (e) The Committee and any trustees shall endeavour to include appropriate words equivalent to the following provision in every contract entered into by them:  
"The liability of the Committee/Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club."

## **12. COMPLAINTS & REVIEW**

- (a) If any member is dissatisfied with his treatment by the Club (including but not limited to the termination of his membership), he should inform the Secretary of the subject of his complaint. The Committee will use reasonable endeavours to deal with the complaint in a timely manner.
- (b) If the Committee determines that it is appropriate for their decision to be independently reviewed, they shall refer the matter to a Review Panel appointed by the Committee, which may be a panel of one person and shall not be more than three persons. Any member of a Review Panel must be independent of the Committee and of any other person involved with the matter complained of but may be (but need not be) a Member of the Club.
- (c) The Review Panel's responsibility will be to reconsider the complaint and the Committee's response to it properly, fairly and independently and to inform the Committee and the Member in writing whether it upholds or varies the decision of the Committee. The Review Panel will determine its own procedure and will have no power to make any costs or other financial award.
- (d) Except in the case of manifest error, the Committee will follow the decision of the Review Panel.