

EAST BRIDGFORD SPORTS CLUB CONSTITUTION

1. Name

The Club is called East Bridgford Sports Club ("the Club") an unincorporated association.

2. Definitions

Unless the context otherwise requires:-

"the Chairman" means the person elected from time to time to be the chairman of the Club in accordance with Rule 6;

"the Secretary" means the person elected from time to time to be the secretary of the club in accordance with Rule 6;

"the Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with Rule 6;

"the Officers" means the Chairman, Secretary and Treasurer

"the Management Committee" means the committee appointed under Rule 6 to manage the Club;

"the Members" means the East Bridgford clubs for Football, Cricket, Bowls and Tennis and any other sports clubs in the East Bridgford village Nottinghamshire admitted from time to time to membership of the Club in accordance with Rule 4, and East Bridgford St Peter's Church of England Academy and "Member" and "Member club" means any one of them.

"the President" means the person (if any) appointed from time to time to be the President of the Club in accordance with Rule 13;

"The Trustees" means the persons appointed from time to time to be the Trustees of the Club in accordance with Rule 13.

3. Objects

The objects of the Club are:

- a) principally to provide facilities for and generally to promote, encourage and facilitate the playing of sport and recreational activities in the area of Butt Close, College Street, East Bridgford, amongst the East Bridgford community and surrounding villages;
- b) to take a lease of premises at the pavilion at Butt Close, College Street, East Bridgford and club-owned equipment for the use of its Member clubs and of their members.;
- c) to do all such other things as the Management Committee thinks fit to further the interests of the Club and its Member clubs.
- d) The Club has a policy of equal opportunities for all and non-discrimination, whether by race, colour, ethnic or national origin, religion, disability, age, sex, sexual orientation, geographical location or any other reason. The Club will use its best endeavours to take every reasonable opportunity to widen its membership as far as possible and will rectify any omissions pointed out by others connected with alleged lack of equal opportunities. The Club will use its best endeavours to ensure that its Member clubs are also subject to similar obligations and to use its best endeavours to ensure that each will rectify any omissions pointed out by others connected with alleged lack of equal opportunities.

4. Membership

4. Conditions of membership

4.1. Each Member club agrees as a condition of membership to be bound by and subject to these rules

4.2 For the avoidance of doubt, the Members do not intend that any term of these rules, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Member.

4.3 The Management Committee may terminate the membership of any member, or impose any other sanction it determines to be appropriate, in connection with the breach of any condition of membership set out in this constitution.

4.4 The Management Committee may (but is not obliged to) admit to membership of the Club extra Member clubs which are sports clubs within East Bridgford.

4.2 Subscriptions

4.2.1 The annual subscription for each Member club (and the date it becomes payable) shall be determined from time to time by the Management Committee.

4.2.2 The Member clubs shall pay by the due date any annual subscription fees set by the Management Committee from time to time.

5. Expulsion

The Management Committee shall have power to refuse membership or expel a Member club only for good and sufficient cause, such as conduct or character likely to bring the Club into disrepute.

6. The Management Committee

The Club shall be managed by a Management Committee consisting of:

- a) the Chairman;
- b) the Secretary;
- c) the Treasurer;
- d) two nominated representatives of each of the Member clubs;
- e) Head Teacher St Peter's Academy;
- f) two nominated representatives of the East Bridgford Parish Council (non-voting).

Persons in (a) to (c) to be elected annually at the Annual General Meeting. If a vacancy occurs during the year, the Management Committee shall be entitled to fill the vacancy and appoint subject to formal election at the next Annual General Meeting. A nominated committee member under para (d) above may be nominated in writing at any time to the Secretary by his or her nominating Member club and may be removed in writing at any time to the Secretary by his or her nominating Member club. A nominated committee member under para (f) above may be nominated in writing to the Secretary by the Parish Council and may be removed in writing at any time to the Secretary by the Parish Council.

The members of the Management Committee may exercise all of the powers of the Club for the purposes of the management of the Club.

6.1 The Management Committee shall be elected or appointed at the Annual General Meeting each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected or appointed (as the case may be) at the Annual General Meeting following their re-election or election or appointment (as the case may be).

6.2 The Management Committee may co-opt additional members as necessary at any time as it sees fit.

6.3 A resolution in writing (including a resolution signed or approved by hard copy letter or e-mail) signed by a majority of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held, and may consist of several documents in the like form each signed by one or more members of the Management Committee.

6.4 The Club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to these rules,

7. Proceedings of the Management Committee

7.1 Management Committee meetings shall be held as often as the Management Committee thinks fit and the proceedings at such meetings shall be duly recorded. The Chairman and the Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. Ordinarily, the Secretary shall give all the Members of the Management Committee not less than 7 days' notice of a meeting.

7.2 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.

7.3 The quorum for Management Committee meetings shall be not less than 5 persons present in person and may include the Officers, and for this purpose also non-voting members nominated by the Parish Council shall not count towards a quorum.

8. Annual General Meeting

8.1 The Annual General Meeting of the Club shall be held at such time and date in the month of June each year (or in such other month as may be determined) as the Management Committee shall decide each year to transact the following business:

- a) to receive the Chairman's and Secretary's reports of the activities of the Club during the previous year;
- b) to receive and consider the accounts of the Club for the previous year, and the Treasurer's report as to the financial position of the Club;
- c) to elect the Officers and receive nominations for other members of the Management Committee;
- d) to decide on any resolution which may be duly submitted in accordance with Rule 8.2 below;

e) to approve the minutes of the last Annual General Meeting and of any intervening extraordinary general meetings

f) to deal with any other matters which the Management Committee desires to bring before the membership.

8.2 Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Secretary not less than 14 days before the meeting.

9. General Meetings

9.1 An Extraordinary General Meeting may be called at any time by the Management Committee.

9.2 Each Member club shall at general meetings have one vote in person or by proxy and resolutions shall be passed by a simple majority. In the event of an equality of votes the chairman of the General Meeting shall have a casting or additional vote. A resolution in writing (including a resolution signed or approved by hard copy letter or e-mail) signed by a majority of the Member clubs shall be as valid and effectual as if it had been passed at a General Meeting duly convened and held, and may consist of several documents in the like form each signed by one or more Member clubs. Only Member clubs shall be entitled to receive notice of, and vote at General Meetings but individual members of Member clubs shall be entitled to attend and speak at General Meetings. The chairman of the meeting may permit at his discretion other persons who are not members of Member clubs to attend and speak at a general meeting.

10. Notice of General Meetings

The Secretary shall send to each Member club via electronic means written notice of the date, time and place of the General Meeting. The accidental failure to give notice to any Member club entitled to notice, or the accidental omission of any details in any notice, shall not invalidate the proceedings at the Meeting.

11. Quorum

The quorum for Annual General Meetings and Extraordinary General Meetings shall be not less than 3 of the Members represented in person or by proxy and for this purpose, and for the avoidance of doubt, the two non-voting committee members nominated by the Parish Council shall not count towards a quorum.

12. Finance

12.1 All monies payable to the Club shall be received by the person authorised by the Management Committee to receive such monies and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by two of the three signatories who shall be the three Officers of the Club. Any monies not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

12.2 The financial transactions of the Club shall be recorded in such manner by the Treasurer as the Management Committee thinks fit.

12.3 Full accounts of the financial affairs of the Club shall be prepared each year, and independently examined.

13 Lease of playing field at Butt Close, and adjacent tennis courts and bowls green

13.1 The Management Committee is authorised to appoint up to four Trustees of the Club to take a lease from East Bridgford Parish Council of the playing field, tennis courts and bowls green at Butt Close, College Street, East Bridgford and to grant subleases of the tennis courts and bowls green at Butt Close, East Bridgford to these Member clubs in a form to be approved by the Trustees and the Management Committee and that the Trustees for the Club enter into a Deed of Trust regarding such leasehold land in a form to be agreed between the Trustees and the Management Committee. The Management Committee is authorised to appoint a non-executive President

13.2 The Lease to the Sports Club shall include a clause as follows or as similar thereto as is reasonably possible (and in subleases granted, to provide a similar clause in relation to the Sports Club granting the sub lease and to the Member club taking the sublease): "The liability of the Trustees shall be limited in amount to the realisable value of the assets of the East Bridgford Sports Club for the time being vested in them, and nothing contained in this lease shall entitle the Landlord Parish Council to pursue, exercise or enforce any right or remedy in respect of any breach against the personal estate, property, effects or assets of the Trustees or any of them, or against any assets for the time being vested in the Trustees or any of them which are not assets of the East Bridgford Sports Club to the effect that the Trustees of the leasehold land shall have no personal liability beyond the assets of the Club vested in them".

13.3 The Lease to the Club shall include obligations on the Club as follows:-

- a) Not at any time hereafter to allow the playing field to be used for any purpose other than for use as a playing field (with a facility to allow the village show to take place there on the last Saturday in June each year), and/or the tennis courts area for any purpose other than for use as tennis courts and /or the bowls green area for any purpose other than for use as a bowls green.
- b) Not to erect or permit to be erected on the playing field any building other than a Pavilion or other building or buildings for use in connection with the use of the said piece of land as a playing field and/or the tennis courts area as tennis courts and/or the bowls green area as a bowls green.
- c) The Pavilion shall not be used for music, singing, and dancing and shall only be used in connection with sporting activities that take place on the adjoining playing field and pitches, and/or the tennis courts area and /or the bowls green area

13.3 The Trustees shall be appointed by the Management Committee at their meetings at such times as necessary and subject to termination of office by resignation, removal or otherwise, the Trustees remain in office until they or their successors are re-elected or elected (as the case may be) at their meetings following their re-election or election (as the case may be).

14. Bar Committee

The Club is required to have a Bar Manager (who must be at least 18 years old and be authorised to work in the UK) who is appointed by the Cricket Club. The Club requires that the Member clubs of the Club have in their own internal arrangements an interval of at least 2 days between a person being nominated or applying for membership and becoming a member of a Member club (or, if he or she can become an individual member of a Member club without prior nomination or application, between becoming an individual member of a Member club and enjoying the benefits).

The Club will not permit alcohol to be supplied to individual members of Member clubs on its premises otherwise than by the Club or by someone acting on its behalf.

The Club prohibits arrangements for any person to receive any commission, percentage or similar payment at the expense of the Club in connection with the Club's purchases of alcohol, or to derive directly or indirectly any personal monetary benefit from the supply of alcohol to members of Member clubs or to their guests which does not benefit the Club as a whole.

15. Liability

The liability (if any) of the members of the Management Committee and of the Bar Committee (In the absence of fraud, dishonesty or wilful or reckless misconduct of these individuals) and of the Member clubs (In the absence of fraud, dishonesty or wilful or reckless misconduct of the Member clubs); shall be limited in amount to the realisable value of the assets of the East Bridgford Sports Club for the time being, and these individuals and Member clubs shall have no personal liability beyond the assets of the Club vested in them.

16. Application of the Club's Income and Property

(1) The income and property of the Club shall be applied solely towards the promotion of the Objects.

(2) A Trustee may pay out of, or be reimbursed from, the property of the Club reasonable expenses properly incurred by him or her when acting on behalf of the Club.

(3) None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Club. This does not prevent:

(a) a member who is not also a Trustee from receiving reasonable and proper remuneration for any goods or services supplied to the Club;

(b) a Trustee from:

(i) buying goods or services from the Club upon the same terms as other members or members of the public;

(c) the purchase of indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a Trustee in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Club but

excluding:

(i) fines;

(ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee;

(iii) liabilities of the Club that result from conduct that the Trustee knew or ought to have known was not in the best interests of the Club or in respect of which the person concerned did not care whether that conduct was in the best interests of the Club or not.

(4) No Trustee may be paid or receive any other benefit for being a Trustee.

(5) No profits or income from the Club may be distributed, or intended to be capable of distribution, to its members.

17. If the Club ceases to exist

In the event that the Club ceases to exist, then any remaining assets of the Club shall pass to East Bridgford Parish Council to be used in the furtherance of sport within East Bridgford in such a manner as the Parish Council shall decide appropriate.

Adopted on the 31st day of October 2016

Signed G Whitt, Chairman