

OLD BEDIANS RUGBY UNION FOOTBALL CLUB

Constitution

of

Old Bedians Rugby Union Football Club

adopted on

INTRODUCTION

This document is the constitution of the senior section of Old Bedians Rugby Union Football Club. The name of the club is Old Bedians Rugby Union Football Club

1. Definitions and Interpretation

1.1. Definitions

Club	means Old Bedians Rugby Union Football Club;
Committee	means the Committee of the Club from time to time, elected in accordance with the provisions of clause 5;
Constituent Body	means the Lancashire Rugby Football Union;
IRB	means the International Rugby Board;
Member	means a member of the Club from time to time pursuant to clause 7;
Kremlin	means the committee of the registered charity Old Bedians Sports Centre, registered with the Charity Commission under the number 521240;
RFU	means the Rugby Football Union;

1.2. References to clauses or paragraphs are to clauses and paragraphs of this Constitution.

2. AIMS OF THE CLUB

2.1. The stated aims of the club are:

- 2.1.1. To promote the teaching and playing of the game of rugby union football in accordance with the rules of the RFU, the Constituent Body and the IRB and any other body affiliated to the RFU, as amended from time to time;
- 2.1.2. To provide an enjoyable, safe, suitably resourced, welcoming environment for all adults wishing to learn and play the game of rugby union;
- 2.1.3. to provide rugby union, social and other activities and generally to encourage and facilitate the playing of rugby football;
- 2.1.4. 4. to promote, improve, develop and support the interests of rugby union;
- 2.1.5. to obtain funding for the activities of the Club by collecting entrance fees, membership subscriptions, and match fees, by obtaining sponsorship and other available funding, and through the sale of merchandise and other goods produced by the Club or related to the activities of the Club;
- 2.1.6. to promote amateur rugby within the Club;
- 2.1.7. to affiliate to the RFU (through the membership of the Club's nominee to the RFU, such nominee to be the Secretary or another officer of the Club approved by the RFU) and to affiliate to the Constituent Body designated to it by the RFU;

- 2.1.8. to comply with and uphold the rules and regulations of the Constituent Body, the RFU and the IRB as amended from time to time and the rules and regulations of any body to which the RFU is affiliated;
- 2.1.9. to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- 2.1.10. to discipline the Members as it sees fit and to refer its Members to be disciplined by the RFU or the Constituent Body (as appropriate) where so required by the rules and regulations of the RFU or the Constituent Body (as the case may be); and
- 2.1.11. to do all such other things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this rule 3.

3. CLUB COLOURS

- 3.1. The colours worn by the Club shall be navy blue shirts, white shorts and white and navy blue socks, or such other alternative colours as the Committee shall decide, provided that any such alternative colours shall only be worn either:
 - 3.1.1. in the event that the colours of the Club match an opposition team's colours; or
 - 3.1.2. by a touring or representative team made up of Club Members.

4. AFFILIATION

- 4.1. The Club is affiliated to :
 - 4.1.1. The RFU;
 - 4.1.2. the Constituent Body;
 - 4.1.3. Didsbury Young Bedians Junior and Mini RUFC.
- 4.2. The Club will adhere to all policies and procedures which are mandated or recommended by the RFU, the Constituent Body, the IRB or any other appropriate governing bodies.
- 4.3. The Club will adopt the RFU Equal Opportunity / Sports Equity Policy.

5. COMMITTEE

- 5.1. The committee of the Club is comprised of volunteers. The Committee, elected by the club Members at the annual general meeting of the Club, shall be made up of the following elected officers:

- Chairman
- Vice Chairman
- Treasurer
- Club Secretary
- Registration Secretary
- Fixture Secretary
- Club Captain
- Social Secretary
- Communications Secretary
- Three Kremlin Reps (in accordance with clause 5.4)
(together the "Elected Officers")

- 5.2 Club Members may be appointed to fill such other positions (including, without limitation, team captains) as the Committee shall decide are required or are desirable for the continued operation and success of the Club, with such other positions being classed as members of the Committee.
 - 5.3 Where the Committee decides that an additional position on the Committee that is not listed in clause S.1 is required or desirable, it shall have the power to appoint any Member to such position.
 - 5.4 The Kremlin Reps shall represent the Club on the committee of the Kremlin. In the event that any Kremlin Rep is unable to attend a meeting of the Kremlin, any member of the Committee is duly authorized to attend such meeting in place of the absent Kremlin Rep.
 - 5.5 The Committee shall make reasonable efforts to ensure that at least one of the Kremlin Reps is also a member of the committee of Didsbury Young Bedians Junior and Mini RUFC.
 - 5.6 Any Member of the Club may stand for election in any of the officer posts except in accordance with clause 5.7.
 - 5.7 The Club may in general meeting elect an Honorary President of the Club. The position of Honorary President once filled shall not be open for re-election unless the Honorary President from time to time shall resign or otherwise vacate the position, except that the Honorary President may be dismissed from his position if the Club in general meeting passes a resolution with a three quarters majority calling for the dismissal of the Honorary President. The Honorary President shall be entitled to attend Committee meetings but shall not have a right to vote unless the Honorary President holds another position on the Committee that would confer a right to vote. The Honorary President at the time of adoption of this constitution is MB Carroll.
6. PROCEEDINGS OF THE COMMITTEE
- 6.1. Unless otherwise agreed by the Committee from time to time (save that the Committee must meet at least once in every two months), the Committee shall meet once a month on the third Monday of the month at Old Bedians Sports Centre and such meetings shall commence at 7.30 pm, and for the avoidance of doubt if a meeting of the Committee is held on any other day, at any other place or at any other time, the decisions taken by that meeting shall be valid.
 - 6.2. The quorum for a meeting of the Committee shall be four members of the Committee, including at least one of the Chairman, the Treasurer and the Secretary.
 - 6.3. The Chairman from time to time shall chair the meetings of the Committee. If the Chairman is not present at a meeting of the Committee the Committee shall appoint a member of the Committee chairman of the meeting.
 - 6.4. All meetings shall be open to attendance by any Member of the Club who wishes to attend. Only the Committee shall be entitled to vote on decisions affecting the running of the Club.
 - 6.5. The Committee are responsible for the administration and management of the Club and its finances. Any decisions taken by the Committee will be by majority vote of the Committee including at least two of the Chairman, Treasurer or Secretary.
 - 6.6. In the event of a split decision then the Chairman shall have a casting vote.
 - 6.7. Minutes of the meetings will be taken and distributed to the Committee following the meeting.

7. MEMBERSHIP

- 7.1. The Members of the Club shall be those persons listed on the register of Members maintained by the Registration Secretary.
- 7.2. Membership of the Club shall be by invitation only but not unreasonably restricted on the grounds of race, sex or political or religious or other opinions.
- 7.3. Any candidate for admission as a Member of the Club shall be proposed and seconded by a Member of the Club. Election as a Member of the Club shall be by the Committee at its discretion, and shall be granted by the anti-discrimination and equality policies which are in effect and to which the Club is subject from time to time. Membership shall become effective on the entry of the name of the Member on the register of Members maintained by the Registration Secretary.
- 7.4. The following persons are Life Members of the Club
- D Pastore (Deceased)
 - V Rossell (Deceased)
 - CP Chamberlain
 - L Whelan (Deceased)
 - MB Carroll
 - C Paton
 - J Cunningham
 - J Brooke
 - A Sutton
 - DEason
 - J Walsh
 - M Walsh
- 7.5. All Members shall be subject to this Constitution and shall respect the rules of the game of rugby union as set from time to time by the IRB, the RFU and the Constituent Body.
- 7.6. The Members shall pay any Subscription Fee set by the Club in general meeting in accordance with clause 9. Any Member whose subscription fee is more than three months in arrears shall be deemed to have resigned his Membership of the Club.

8. TERMINATION OF MEMBERSHIP

- 8.1. It shall be the duty of the Committee, if at any time it shall be of the opinion that the interests of the Club so require, by notice in hard copy form sent by prepaid post to a Member's address, to request that Member to withdraw from Membership of the Club within a time specified in such notice. If, on the expiry of the time specified in such notice, the Member concerned has not withdrawn from Membership by submitting notice in hardcopy form of his resignation to the Secretary, or if at any time after receipt of the notice requesting him to withdraw from Membership the Member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Committee. The Committee and the Member whose expulsion is under consideration shall be given at least '14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard copy form, and he shall not be required to withdraw from membership unless a majority of the Committee present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the Member fails to attend the meeting without sufficient reason being given. If such a vote is carried,

or if the Member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a Member and his name shall be erased from the register of Members.

8.2. A Member may withdraw from membership of the Club by giving seven clear days' notice to the Club in writing.

8.3. A membership terminates automatically when that person dies or ceases to exist or on the failure of the Member to comply or to continue to comply with any condition of membership set out in this Constitution.

8.4. Membership is not transferable.

8.5. Any person ceasing to be a Member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription. The Board may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

9. SUBSCRIPTIONS

9.1. The Club shall be entitled to charge its Members a subscription fee, the level of such fee being decided by the Members at the annual general meeting of the Club (the Subscription Fees), and such fee shall cover the period of 1st September to 31st August the following year (the Subscription Year).

9.2. Subscriptions shall be paid to the club in accordance with any of the following means:

9.2.1. an annual payment in a sum equal to the Subscription Fee payable on or before 1st October of the Subscription Year to which it relates (Annual Subscription);

9.2.2. a monthly fee payable each month of the Subscription Year in advance (the Monthly Subscription);

9.2.3. a fee payable for each game or part thereof played provided that the player concerned has paid a sum equal to half of the Annual Subscription on or before 1st October of that Subscription Year (Weekly Subscription).

9.3. Any Members elected to the club after the commencement of a Subscription Year shall only be liable to pay a proportion of the Subscription Fees pro rated to the proportion of the Subscription Year remaining when such Members are elected to the club.

9.4. The Subscription Fees shall be set for the following groups:

9.4.1. Senior Playing Members;

9.4.2. Concessionary Senior Playing Members (with the Committee from time to time having the power to decide any class of Member or any individual Member to be a Concessionary Playing Member, including, without limitation, students in further or higher education and unemployed Members); and

9.4.3. Social Members.

10. GENERAL MEETINGS

- 10.1. The Club shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Committee and shall specify the meeting as such in the notices calling it.
- 10.2. The annual general meeting shall be held for the following purposes:
 - 10.2.1. to receive from the Committee the Club's accounts;
 - 10.2.2. to receive from the Committee a report of the activities of the Club since the previous annual general meeting;
 - 10.2.3. to announce the election (as appropriate) of the Chairman, Secretary, and the Elected Directors and any other members of the Committee;
 - 10.2.4. to set the Subscription Fees for the forthcoming Subscription Year; and
 - 10.2.5. to transact such other business as may be brought before it.
- 10.3. All general meetings, other than annual general meetings, shall be called general meetings.
- 10.4. The Committee shall be entitled at any time to convene a general meeting on '14 clear days' notice to the Club. The Committee shall do all that is reasonably possible to publicise the convening of a general meeting to the Members, but written notice placed prominently in the premises of Old Bedians Sports Centre at least 14 days prior to the date of the meeting shall be deemed to be sufficient notice to all Members.
- 10.5. The Committee shall convene a general meeting within 21 days of a written request of and signed by five Members of the Club (provided that all such Members are not in arrears in respect of the appropriate Subscription Fee).
- 10.6. The Chairman shall chair general meetings if present and willing to do so. If the Chairman shall be absent, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the same, the Vice-Chairman shall preside. If the Vice-Chairman is not present or is unwilling to preside the Elected Officials present at the general meeting shall appoint one of their number to be chairman of the meeting, and the appointment of the chairman of the meeting shall be the first business of the meeting.
- 10.7. The Chairman or the chairman of the meeting (as the case may be) may permit other persons who are not Members of the Club to attend and speak at a general meeting.
- 10.8. Ten Members of the Club present in person shall constitute a quorum at a general meeting.

11. VOTING AT GENERAL MEETINGS

- 11.1. Every Member of the Club shall be entitled to receive notice of and attend general meetings and, provided that person is not in arrears in respect of the appropriate Subscription Fee, cast one vote on any resolution put to the meeting.
- 11.2. A resolution put to the vote of a general meeting must be decided on a show of hands of the Members present at that meeting.
- 11.3. Subject to Clause 7.6, entry on the register of Members shall be conclusive proof of membership of the Club an entitlement to attend and vote at a general meeting of the Club.
- 11.4. Any contested election for committee officers shall be decided by a secret ballot using the single transferrable vote method.

12. FINANCE AND ACCOUNTS

- 12.1. The Club's income shall be obtained annually from the Subscription Fees paid by Members, from investments and securities, from gate monies and ticket receipts from matches arranged at Old Bedians Sports Centre, from the letting of the facilities of the Club, from sponsorship and from any other available source.
- 12.2. The income and property of the Club shall be applied solely towards promoting the Club's objects as set forth in this constitution and no portion thereof shall be transferred or paid, directly or indirectly, to the Members of the Club except in accordance with clause 13.
- 12.3. A financial statement of the Club's affairs shall be made up to 30th April in each calendar year (or such other date as the Members shall determine from time to time in general meeting) and shall be signed by the Treasurer and presented to the Members of the Club at the annual general meeting, with a copy freely available to any Member on request.

13. INDEMNITY

- 13.1. Each member of the Committee from time to time of the Club shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of any and all funds available to the Club which may lawfully be applied against all costs, liens, charges, expenses and liabilities whatsoever incurred by such person in the execution and duties undertaken on behalf of the Club or in relation thereto or incurred in good faith in the purported discharge of such duties including any liability incurred in initiating prosecuting or defending any proceedings civil or criminal which relate to anything done or omitted as a member of the Committee .

14. THE DISSOLUTION OF THE CLUB.

- ~~14.1.~~ Any resolution to dissolve the club may be passed at any General Meeting of the Club provided that:
- ~~14.1.1~~ the terms of the proposed resolution are received by the Secretary at least forty two days before the meeting at which the resolution is to be brought forward; and that
- ~~14.1.2~~ at least twenty eight days notice of the proposed resolution shall be given in writing by the secretary to all Members; and that
- ~~14.1.3~~ such a resolution shall receive the assent of three quarters of those present and entitled to vote.
- ~~14.2~~ Upon dissolution of the club, after all club liabilities have been cleared, all remaining financial and material assets of the Club shall be given or transferred to the Rugby Football Union, to be employed for the development of rugby union football

DECLARATION

It is hereby certified that this document represents a true and most up to date version of the Constitution of Old Bedians Rugby Union Football Club duly approved a general meeting of the Members of the Club on

SIGNATURES

Chairman



Date

18/6/18.

Secretary



Date

18/6/18

