## UNINCORPORTED ASSOCIATION

## CONSTITUTION OF SADDLEWORTH CRICKET BOWLING \& TENNIS CLUB (the Club)

## Version revisions

Draft 1.0 - $3^{\text {rd }}$ June 2022

- Initial draft for review by the Club Management Committee.

Draft 1.1 - $9^{\text {th }}$ February 2023

- Draft incorporating changes from review of Version Draft 1.0
- Section 3.1 - changed to add and define an Executive Committee and other representatives that form the Club's Management Committee.
- Section 3.4 - changed Management Committee to Executive Committee.
- Section 22.1 - changed Management Committee to Executive Committee; added "with the agreement of the Trustees"; changed £50,000 to £25,000.
- Section 22.4 - changed Management Committee to Executive Committee.

Final $1.0-27^{\text {th }}$ February 2023

- Final approved version by the Club Management Committee.

Final 1.1 - $15^{\text {th }}$ November 2023

- Addition of Version revisions front sheet.
- Addition of Executive Committee signatures and Witness signature sheet.

Final $1.2-20^{\text {th }}$ December 2023

- Changed "Chairman" to "Chair" throughout document.
- Section 17 - Creation of sections 17.1, 17.1.1 and 17.1.2 to allow the Management Committee or Members to call an EGM.


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## UNINCORPORTED ASSOCIATION

## CONSTITUTION OF SADDLEWORTH CRICKET BOWLING \& TENNIS CLUB (the Club)

## INTERPRETATION AND OBJECTS

## 1. Interpretation

1.1 In this Constitution, unless the context otherwise requires:

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict: means a situation in which a Management Committee Member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

Document: includes, unless otherwise specified, any document sent by post or by electronic form;

Sports: means the games of cricket, crown green bowling \& tennis;
Eligible Management Committee Member: means a Management Committee Member who would be entitled to vote on the matter at a Management Committee meeting;

Interested Management Committee Member: has the meaning given in Rule 10.1;
Independent Management Committee Member: means an individual who is appointed to the Management Committee who is not a Member;

Management Committee: means the committee appointed under Rule 3 to manage the Club from time to time;

Management Committee Member: means a member of the Management Committee and includes any person occupying the position of Management Committee Member, by whatever name called;

Junior Member: means a Member aged under the age of 18 years;
Social Member: means a Member who does not play any of the Sports but wishes to be a member of the Club;

Student Member: means a Member who is a full-time student;
Member: means a member of the Club admitted from time to time to membership of the Club in accordance with Rule 12 and Membership shall be construed accordingly (including Junior Member, Student Member and Social Member);

Special resolution: means a resolution requiring a majority of not less than $75 \%$ of the Members entitled to vote;

Trustees: means the persons appointed from time to time to be the trustees of the Club in accordance with Rule 19.

CASC: Community Amateur Sports Club;
HMRC: Her Majesty's Revenue \& Customs refers to the tax authority of the U.K government;
LTA: means the Lawn Tennis Association;

ECB means the England and Wales Cricket Board;
BCGBA means the British Crown Green Bowling Association;

### 1.2 References to Rule or Rules are to the rules of this Constitution.

## 2. Object

The object for which the Club is established is to:
2.1 principally provide facilities for and generally to promote, encourage and facilitate the playing of the Sports amongst the community;
2.2 provide and maintain the Club's premises and club-owned equipment for the use of its Members;
2.3 provide the other ordinary benefits of an amateur sports club;
2.4 sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
2.5 take and retain a membership of the Sports' County Association (and by doing so become and remain registered as an associate of the LTA, ECB and BCGBA);
2.6 do all such other things as the Management Committee thinks fit to further the interests of the Club, to advance and safeguard the interests of the Sports, to promote increases in participation at all levels of the Sports or as are otherwise incidental or conducive to the attainment of all or any of the objects stated in this Rule;
3. Number and Composition of the Management Committee
3.1 The Club shall be managed by a Management Committee which shall comprise of the following:
3.1.1 The Executive Committee which shall be comprised of the following:

### 3.1.1.1 the President;

### 3.1.1.2 the Chair;

3.1.1.3 the Secretary;
3.1.1.4 the Treasurer;
3.1.2 A representative from each of the Sports' Management Committee;
3.1.3 The Management Committee may appoint when necessary a maximum of three Independent Management Committee Members;
3.2 At least three of the Management Committee Members must be unrelated or non-cohabiting.
3.3 Each Management Committee Member agrees to be bound by and subject to this Constitution,
3.4 The Executive Committee Members may exercise all of the powers of the Club for the purposes of the management of the Club including the entry into contracts as agent for the Members.
3.5 The Management Committee Members from time to time shall be indemnified out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.
3.6 No Management Committee Member may bind the Club or its Members for any liability which exceeds the assets of the Club at the time.
4. Number and Composition of each of the Sports Management Committee
4.1 Each of the Sports shall be managed by a Management Committee which shall comprise of the following:
4.1.1 the Chair;
4.1.2 the Secretary;
4.1.3 Representative on the Management Committee;
4.1.4 the Team Captains; and if required the following positions:
4.1.5 Treasurer;
4.1.6 Any other roles deemed necessary;
4.2 Each of the Sports shall elect or appoint their Management Committee at their Annual General Meeting which shall take place not later than the $31^{\text {st }}$ March each year.
5. Appointment of the Club's Management Committee
5.1 The following Management Committee positions of the Club must be elected each year by a simple majority of the Members present at the Club's Annual General Meeting which shall take place not later than the $31^{\text {st }}$ March each year
5.1.1 the President;
5.1.2 the Chair;
5.1.3 the Secretary;
5.1.4 the Treasurer;
5.2 Before any Management Committee Member is elected the Club must:
5.2.1 consider the skills and diversity of the prospective Management Committee Member;
5.2.2 consider whether the perspective Management Committee Member would satisfy the HMRC fit and proper person test to be involved in the general control, management and administration of the Club;
6. Members' reserve power
6.1 The Members may, by special resolution, instruct the Management Committee Members to take, or refrain from taking, any specified action.
6.2 No such special resolution invalidates anything which the Management Committee Members have done before the passing of the resolution.

## 7. Calling a Management Committee Meeting

7.1 Any Management Committee Member may call a Management Committee meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the Management Committee Members may agree) to the Management Committee Members.
7.2 The Management Committee must hold at least four meetings every calendar year.

## 8. Quorum for Management Committee Meetings

8.1 Subject to Rule 8.2, the quorum for the transaction of business at a Management Committee meeting is at least $50 \%$ of the Management Committee Members appointed at the time of the meeting (save where there are less than 4 Management Committee Members in which case, the quorum shall be 2 Eligible Management Committee Members).
8.2 For the purposes of any meeting (or part of a meeting) held pursuant to Rule 10 to authorise a Conflict, if there is only one Eligible Management Committee Member in office other than the Interested Management Committee Member(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Management Committee Member.
8.3 If the total number of Management Committee Members in office for the time being is less than the quorum required, the Management Committee Members must not take any decision other than a decision:
8.3.1 to appoint further Management Committee Members; or
8.3.2 to call a general meeting so as to enable the Members to appoint further Management Committee Members.
9. Casting Vote
9.1 Decisions of the Management Committee shall be made by a simple majority.
9.2 If the number of votes for and against a proposal at a Management Committee meeting is equal, the Chair or other Management Committee Member chairing the meeting shall have a casting vote.
10. Management Committee Member Conflicts of Interest
10.1 The Management Committee may, in accordance with the requirements set out in this Rule, authorise any Conflict proposed to them by any Management Committee Member.
10.2 Any authorisation under this Rule 10 shall be effective only if:
10.2.1 the matter in question shall have been proposed by any Management Committee Member for consideration in the same way that any other matter may be proposed to the Management Committee Members under the provisions of this Constitution ;
10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Management Committee Member; and
10.2.3 the matter was agreed to without the Interested Management Committee Member voting or would have been agreed to if the Interested Management Committee Member's vote had not been counted.
10.3 Where the Management Committee authorise a Conflict, the Interested Management Committee Member shall be obliged to conduct them self in accordance with any terms and conditions imposed by the Management Committee in relation to the Conflict.
10.4 The Management Committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Management Committee Member prior to such revocation or variation in accordance with the terms of such authorisation.

## 11. Records of Decisions to be Kept

Where decisions of the Management Committee are taken by electronic means, such decisions shall be recorded by the Management Committee in permanent form, so that they may be read with the naked eye.
12. Membership
12.1 Membership of the Club is open to anyone interested in coaching, volunteering or participating in any of the Sports, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as necessary requirements of any of the Sports.
12.2 The Membership shall consist of the following categories:
12.2.1 Playing members of any of the Sports;
12.2.2 Junior playing members of any of the Sports under the age of 18 ;
12.2.3 Student playing members of any of the Sports in full time education;
12.2.4 Social non-playing members;
12.3 The Club shall admit to Membership an individual or organisation which:
12.3.1 applies to the Club using either the application processes of the Club and where applicable by the application process of an individual Sports; and
12.3.2 if it is deemed necessary is approved by the Management Committee.

Verbal, written or electronic notification shall be given to each successful applicant confirming their Membership of the Club and the details of each successful applicant shall be entered into the register of Members.
12.4 All Members must pay to the Club Membership or where authorised by the Management Committee to an individual Sports, fees to be decided by the Management Committee from time to time provided that the Management Committee shall ensure that the fees set do not preclude open Membership of the Club and meet the relevant HMRC's Membership requirements for fees for a multi-sports CASC club.
12.5 No candidate who has been accepted as a Member shall be entitled to the privileges of Membership until they have paid the applicable Membership fee.
12.6 Any Member whose Membership fee is not paid by such date set each year by the Management Committee or by an individual Sports shall be deemed to have resigned their Membership of the Club.
12.7 The Management Committee may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the register of Members.
12.8 The Club shall keep subscriptions at levels that will not pose a significant obstacle to people participating.

## 13. Resignation of Membership

13.1 A Member may withdraw from Membership of the Club on 30 days' clear notice given in writing or by electronic mail to the Club Secretary or to the relevant Sports Secretary. Membership shall not be transferable in any event and shall cease immediately on death or dissolution.
13.2 A Member who resigns shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club or to the relevant Sports subscription or other sum owed by them.

Following resignation, the Member shall be removed from the register of Members

## 14. Expulsion of Member

14.1 Following completion of the Club's disciplinary procedure the Management Committee may terminate the Membership of any Member without their consent by giving the Member written notice if, in the reasonable opinion of the Management Committee, the Member:
14.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and Management Committee into disrepute; or
14.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
14.1.3 has failed to observe the terms of this Constitution.

Following such termination, the Member shall be removed from the register of Members.
14.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The Management Committee must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Management Committee to terminate the Membership of a Member.
14.3 A Member whose Membership is terminated under this Rule shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club or the relevant Sports any subscription or other sum owed by them.
15. Votes of Members
15.1 At any general meeting every Member who is present in person shall on a show of hands have one vote except for Junior Members who shall not be entitled to a vote.
15.2 No objection may be raised as to the qualification of any person voting at a meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting.
15.3 There shall be no right for a Member to vote by proxy. No person may represent more than one Member.

## 16. Annual General Meeting

16.1 The annual general meeting of the Club shall be held not later than the $31^{\text {st }}$ March each year to transact the following business:
16.1.1 to receive the Chair's report of the activities of the Club during the previous year;
16.1.2 to receive and consider the accounts of the Club for the previous year;
16.1.3 to elect the Management Committee defined by Rule 5.1;
16.1.4 to deal with any other matters which the Management Committee desires to bring before the Membership.
16.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing or by electronic mail by any Member to the Management Committee's Secretary not less than 14 days before the meeting.
16.3 The Management Committee's Secretary shall give 28 days' notice of the date and time of the AGM to the Membership.
16.4 No period greater than fifteen months shall elapse between one annual general meeting and the next.

## 17. Extraordinary General Meeting

17.1 An extraordinary general meeting may be called at any time and shall be called within 21 days by:

### 17.1.1 The Management Committee; or

17.1.2 On receipt by the Secretary of a requisition in writing signed by 15 or more of the Members stating the purposes for which the meeting is required and the resolutions proposed.
18. Procedures at the Annual and Extraordinary General Meetings
18.1 The Club's Secretary shall give notice of the date, time and place of the general meeting together with the resolutions to be proposed at least 21 days before the meeting. The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.
18.2 The quorum for the annual and extraordinary general meetings shall be not less than 15 Members of the Membership of the Club.
18.3 The Chair or in their absence the President shall preside at all meetings of the Club but if they have signified their inability to be present at the meeting, the Secretary shall preside but if they have signified their inability to be present at the meeting, the Treasurer shall preside. If none of the aforementioned Management Committee Members can preside then the meeting shall be adjourned to a date specified by the Management Committee Members and which the Management Committee's Secretary shall give 14 days' notice of the date and time.
18.4 If the Members attending an annual or extraordinary general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting, a quorum ceases to be present, the Chair of the meeting must adjourn it. When adjourning an annual or extraordinary general meeting the Chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Management Committee Members. The Chair must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. If the continuation of an adjourned annual or extraordinary general meeting is to take place more than 14 days after it was adjourned the Club must give at least 7 days' notice to the persons to whom notice of the Club's meetings is required to be given in accordance with Rule 16.2. No business can be transacted at adjourned annual or extraordinary general meetings which could not properly have been transacted at the meeting if the adjournment had not taken place.
18.5 The Management Committee Members may attend and speak at annual or extraordinary general meetings, whether or not they are Members. The Chair of the meeting may permit other persons who are not Members to attend and speak at a meeting.
18.6 A Management Committee Member, shall take minutes at annual and extraordinary general meetings.

## 19. Trustees

19.1 The Trustees of the Club shall be appointed from time to time as necessary by the Club in general meeting from among the Members who are willing to be so appointed. A Trustee shall hold office until they shall resign by notice in writing given to the Management Committee or until a resolution removing them from office shall be passed at a general meeting by a special resolution of the Members present and voting.
19.2 All property of the Club including land and investments shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, and for the use and benefit of the Membership of the association for the time being.
19.3 On the retirement, resignation or removal from office of a Trustee the Management Committee shall take steps to procure the appointment by the Club in general meeting of a new Trustee in his or her place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into names of the Trustees as constituted after the said appointment.
19.4 The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Management Committee; and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Management Committee's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
19.5 The number of Trustees shall not be more than four or less than two.

## 20. Change of Club Name

The name of the Club may be changed by a decision of the Management Committee or a special resolution of the Members.
21. Finances
21.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects. All surplus income or profits are to be reinvested in the Club. No surpluses or assets will be distributed to Members or third parties.
21.2 With the authorisation of the Management Committee and in accordance with any terms and conditions imposed by the Management Committee any of the Sports may setup their own bank account to retain any income derived by them for the sole purpose in promoting their sport and in promoting the Club's objects. The Management Committee may revoke or vary such authorisation at any time.
21.3 All moneys payable to the Club account or to any of the Sports' accounts shall be received by the person authorised by the relevant Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club or in the name of any of the Sports. No sum shall be drawn from any account except by cheque signed by two of the three signatories of the relevant account who shall be the Treasurer and nominated Management Committee members. Sums paid by electronic bank transfer shall require the authorisation by at least one nominated Management Committee member and shall be made by the relevant Treasurer. Any moneys not required for immediate use may be invested as the relevant Management Committee in its discretion thinks fit.
21.4 The relevant Management Committees shall have power to authorise the payment of remuneration and expenses to any officer, Management Committee Member, Member or employee of the Club and to any other person or persons for services rendered to the Club or to any of the Sports. The remuneration of a Management Committee Member, Member or employee or other person may take any form and may include any arrangements in connection
with the payment of a pension, allowance or gratuity, or any death or sickness or disability benefits to, or in respect of, that person.
21.5 The Club or any of the Sports may pay any reasonable expenses that their Management Committee Members properly incur in connection with their attendance at meetings of their Management Committee or at annual or other general meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club or of their Sports.
21.6 The financial transactions of the Club and of any of the Sports shall be recorded in such manner as to meet the relevant HMRC's requirement for a multi-sports CASC club. The Club's Treasurer shall consolidate all of the Sports' accounts with the Club's account in accordance with the Club's trading year.
21.7 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly audited by the auditor(s).

## 22. Borrowing

22.1 The Executive Committee with the agreement of the Trustees may borrow a maximum total amount of $£ 25,000$ on behalf of the Club for the purposes of the Club from time to time at its own discretion and with the sanction of a general meeting any further money above that sum.
22.2 When so borrowing the Management Committee shall have the power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured (in particular by mortgage of or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club) the grant of such security must be approved by the Club at a general meeting.
22.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
22.4 The Trustees shall, at the discretion of the Executive Committee, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

## 23. Property

23.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.
23.2 The Trustees shall be indemnified out of the assets of the Club by the Club, and the Management Committee shall pay all costs, losses and expenses which any such Trustee may incur or for which they may become liable by reason of any contract entered into or act or thing done by them in good faith in accordance with the instructions of the Management Committee or of a general meeting of the Club or otherwise in the discharge of their duties. The Management Committee may give to any Trustee, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

## 24. Limitation of Liability

The Member's liability under the indemnities at Rule 3.5 and Rule 23.2 is limited to the assets of the Club.

## 25. Use of Facilities

The Club agrees that all unlicensed and unregistered coaches and, so far as reasonably practicable, players and other persons using the facilities of the Club will be required, as a condition of such use, to agree to be bound by and subject to this Constitution, the rules and regulations of the relevant County Associations, the LTA, ECB and BCGBA Rules and Disciplinary Codes.

## 26. Means of Communication to be Used

Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
26.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
26.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
26.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
26.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Rule, no account shall be taken of any part of a day that is not a Business Day.

## 27. Dissolution

27.1 A resolution to dissolve the Club shall be proposed only at a general meeting and shall be passed by a special resolution by the consent of $75 \%$ of the Members present and voting.
27.2 The dissolution shall take effect from the date of the resolution and the Management Committee Members shall be responsible for the winding-up of the assets and liabilities of the Club.
27.3 Any property remaining on a winding up or dissolution of the Club after the discharge of the debts and liabilities of the Club shall be given or transferred to one or more of the following sporting or charitable bodies (i) the Sports' governing bodies for use in community related initiatives; (ii) another registered community amateur sports club; or (iii) a registered charitable organisation.

## 28. Alteration of the Constitution

This Constitution may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two thirds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

## 29. Regulations and Standing Orders

The Management Committee shall have power to make, repeal and amend such regulations as it may from time to time consider necessary for the wellbeing of the Club. Such regulations
and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

## Signatures of Executive Committee

## President

Name $\qquad$ Signature $\qquad$ Date $\qquad$

## Chair

Name $\qquad$ Signature
Date $\qquad$

## Secretary

Name
Signature
Date $\qquad$

## Treasurer

Name $\qquad$ Signature
Date $\qquad$

## Witnessed in the presence of

Name $\qquad$ Signature
Date $\qquad$

Address $\qquad$

Occupation $\qquad$

