## Constitution of

# HORSHAM RUGBY SPORTS \& SOCIAL CLUB INCORPORATING HORSHAM RUGBY UNION FOOTBALL CLUB 

Version Approved by AGM May 2022
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## I. NAME, OBJECTS AND POWERS

1. Name:
1.1. The Society shall be called:-' The Horsham Rugby Sports \& Social Club Limited'.
2. Definitions:
2.1. Except where the context otherwise permits or requires, the words and expressions listed in the Schedule of Definitions set out in Rule 36 shall bear the meanings given to them therein.
3. Objects:
3.1. The principal object of the Club shall be to provide facilities for and promote participation by the whole community in the Game and in pursuance of such principal object the ancillary objects of the Club shall be to:-
3.2. To play, promote, encourage and foster the Game for the benefit of the Members and member's children including (but not limited to) the coaching thereof at all levels.
3.3. To play, promote, encourage and foster the Game in particular and sport in general in the district of Horsham and the surrounding areas making the facilities available to the public 12 months a year.
3.4. To ensure that the Game is played in accordance with the Laws of the Game and is administered in accordance with the IRB Regulations and the Rules of the Union. In fulfilling this and its main purpose (as in clause 3.1) the Club shall be a member of the Rugby Football Union and shall be affiliated to the Sussex Rugby Football Union.
3.5. To undertake such matches and fixtures and other activities as the Management Committee may decide.
3.6. To provide, maintain, develop and improve, under the Landfill Tax Credit Scheme, the 27 acre public amenity known as Coolhurst Ground, Hammerpond Road, Horsham, West Sussex RH13 6PJ which is in the vicinity of 'Brookhurst Wood Landfill Site, Warnham' (or such other location as the Management Committee may from time to time determine as the headquarters of the Club and as a venue for playing the game and conducting the other activities of the Club) in order to protect the environment and to provide the best possible facilities for Members and those visiting the Ground.
3.7. To enhance social interaction between the Club and the local community and continue, in partnership with Horsham Leisure Link, the delivery of sport for all, especially in local schools with the promotion of active sport and the extension of after school clubs.
3.8. The work of Horsham Rugby Sports and Social Club shall not be for the benefit of land fill site operators who may contribute to Horsham Rugby Sports and Social Club and claim credit under the Landfill Tax Credit Scheme. Nor shall it be for the benefit of contributing third parties, as defined in the landfill tax regulations.
3.9. Horsham Rugby Sports and Social Club shall not distribute profits and shall apply all of its income to the furtherance of the objects above.
4. Powers of the Club
4.1. To further the objects the Club shall have the power to do all such things as are incidental or conductive to the objects of the Club including (but not limited to) all or any of the following:-
4.1.1.Either directly or indirectly to employ, invest and deal with the assets and funds of the Club for the objects of the club in such manner as shall be considered by the Management Committee to be expedient, and to do all such other acts and things and
carry on all such other activities (including (but not limited to) leasing, subleasing, releasing, renting, acquiring, altering, erecting, holding, selling, improving, developing, repairing, hiring, lending with or without security or otherwise dealing with real and personal property of any kind) as shall be considered by the Management Committee to be necessary or expedient for the purposes of the Club or the advancement of its interests.
4.1.2.To raise or borrow money for the purposes of or in connection with the activities of the Club or any of them as the Management Committee thinks fit in accordance with the following provisions:-
4.1.2.1. Any sum or sums raised or borrowed may be on mortgage, charge, bonds or debentures of all or any of the funds or property of the Club whether or not including any floating charge of the whole or part of the undertaking property an assets of the Club both present and future.
4.1.2.2. At the time of any borrowing the sum of the amount then remaining undischarged of monies borrowed and of the amount of the proposed borrowing shall not exceed $£ 300,000$ or such sum as the Members in General Meeting may from time to time determine.
4.1.2.3. The rate of interest payable at the time the terms of borrowing are agreed on any money borrowed shall not exceed the rate of interest which in the opinion of the Management Committee represents the market rate of interest for borrowings of similar amount and on similar terms prevailing at that time except that in the case of a mortgage loan the Management Committee may delegate the determination of the interest rate within specified limits to an Officer, Committee Member or Subcommittee.
4.1.2.4. The Management Committee may determine from time to time (subject to Rules 4.2.1, 4.2.2 and 4.2.3) the terms and conditions upon which money is raised or borrowed or security is issued and may vary such terms and conditions.
4.1.2.5. No person lending money to the Club shall be concerned to see or enquire whether either of the limits imposed by Rule 4.2.2 or Rule 4.2.3 is exceeded at the time of the borrowing or issue and if either or both of such limits were to be exceeded no borrowing incurred in excess of such limits shall be invalid unless such person had received express notice to this effect at the time of borrowing.
4.1.3.To give any security or securities whether by way of mortgage or otherwise for the performance of any contracts or any debts, liabilities or obligations of the Club or any of its subsidiaries or other persons or corporations in whose business or undertaking the Club has given any personal covenant, guarantee or indemnity, whether directly or indirectly and collaterally or further to secure any obligation of whatever nature of the Club by a trust deed or other assurance.
4.1.4.To accept and grant sponsorship and franchises and make such arrangements in connections therewith as the Management Committee shall think fit.
4.1.5.To apply for and hold any licences, consents, certificates, permissions and approvals that may be required for or in connection with the activities of the Club and (among other things) to provide catering and such other facilities as the Management Committee shall consider desirable.
4.1.6.To invite, receive and make donations for or otherwise promote or assist in the development or continuance of facilities for the Game, for the benefit of the Club or any other Community Amateur Sports Club or registered charity.
4.1.7.To support (whether by direct subscription, the giving of guarantees or otherwise) any Community Amateur Sports Club or any charitable institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the committee, directly or indirectly benefit, or is calculated to benefit the Club.
4.1.8. To promote, arrange and organise competitions and entertainments in connection with the Game and any other sport or recreation.
4.1.9.To engage such officials and employees upon such terms and at such remuneration as the Management Committee may deem appropriate and to dismiss or retire any of them as may be necessary.
4.1.10. To provide pensions, insurances and other benefits to employees or ex-employees of the Club or the dependents and relatives of any such persons and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes or other arrangements (whether contributory or non-contributory) with a view to providing such benefits including (but not limited to) retirement benefits and/or life assurance schemes as the Management Committee may deem appropriate.
4.1.11. To maintain bank accounts in credit or overdrawn on such terms as the Management Committee shall think fit including the giving of guarantees and indemnities in respect of direct debits and other money transmission or collection systems whether pursuant to Rule 17.5 or otherwise.
4.1.12. To pass such resolutions, regulations and instructions which shall be binding on all Members as are considered necessary for the better management, organisation, administration and regulation of the Club.
4.1.13. To settle, comfort, enforce or resist either in a court or by arbitration any suit, debt, liability or claim by or against the Club.
5. Limits on Powers
5.1. Exercise of the powers contained in Rule 4 shall, notwithstanding any other provision of these Rules, be subject to the following restrictions and limitations:
5.2. The Club shall not enter into any agreement with a Member for the supply of goods or services to the Club unless such agreement is on arm's length terms and has been approved at a meeting of the Committee without the Member concerned being present.
5.3. The engagement by the Club of any official or employee who is also a Member shall be on arm's length terms and approved at a meeting of the Committee without the Member concerned being present; and
5.4. The Club shall not make any payments to Members for playing the "Game." This clause 5.4 does not prevent the payment of reasonable out of pocket expenses for travelling to and from training and matches.

## II MEMBERSHIP

## 6. Members

6.1. The Members of the Club shall be the persons whose names are for the time being entered in the Register of Members. Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; of age, sex or disability except as a necessary consequence of the requirements of the Game as a sport. The Club's facilities shall be available to Members without discrimination.
6.2. The Management Committee may (subject to the provisions of Rule 7) offer such categories of membership of the Club with such qualifications, application procedures and conditions, duties and privileges, subscriptions and in such numbers as it may from time to time decide but always on the basis that every Member shall have one vote. Details of categories, qualifications, application procedures and conditions, duties and privileges of membership in force from time to time shall be kept by the Honorary Secretary and shall be available for inspection by Members at all reasonable times.
6.3. Details of any entrance fee and the subscriptions payable by each category of membership as determined under Rule 18 shall be kept as in Rule 6.2 by the Honorary Secretary.
6.4. The Management Committee shall have the power to admit to membership any person in accordance with the application procedures and conditions for the time being applicable under Rule 6.2 but membership of the Club shall be open to all without discrimination on any grounds whatsoever including for these purposes discrimination on the grounds of attainment of a certain standard of performance. The Club may refuse membership or expel from membership only for good and sufficient cause, or where the membership or continued membership of the person concerned would be likely to be contrary to the best interests of the Game or the good conduct and interests of the Club. Appeal against such a decision may be made to the Members and decided by a majority vote.
6.5. The Management Committee may elect (subject to confirmation at the next Annual General meeting of the Club) as an Honorary Member of the Club any person, whether for services to the Club, to the Game or for any other reason the Management Committee considers to be especially desirable in the interests of the Club. An Honorary Member shall be a Member shall enjoy the facilities of the Club but without any obligation to pay any entrance fee or subscription. The Management Committee shall have the power to terminate the honorary membership of any person at any time if it considers such action be in the interests of the Club so to do.
6.6. The Management Committee may elect (subject to confirmation at the next Annual General meeting of the Club) as an Honorary Life Member of the Club any person who, in recognition of their long and distinguished service to the Club or the Game, have been invited by the Management Committee to enjoy all the privileges of full membership for the rest of their natural life without any obligation to pay any entrance fee or annual subscription.
6.7. Membership Categories shall be as follows:-
6.7.1.Playing Members - full members of the Club, entitled to play for the Club, vote at General Meetings, propose, second or accept nomination for office and enjoy all of the facilities of the Club.
6.7.2. Non-playing members - entitled to all the rights and privileges of a Playing member except that of playing for the club.
6.7.3. Parent Playing member - one of father, mother guardian of child under the age of 16 years will have full membership of the club entitled to vote at General Meetings, second or accept nomination for office and enjoy all of the facilities of the Club except for playing for the club. Also entitles their child (or children depending on level of subscription paid) to participate in the Mini \& Junior section of the club up to the age of 16years.
6.7.4.Junior member - members of the Club under the age of 19 on the 1 st September of the playing season, with age-related subscription differentials within the overall classification; those over the age of 16 shall have full voting rights and those over 18 shall be entitled to purchase intoxicating liquor on the Club premises;
6.7.5.Social Members - members of the club entitled to enjoy the facilities of the club but with no voting rights; the partners of Playing members and Parent Playing members shall be regarded as Social Members.
6.8. It shall be the duty of every Member to advise the Honorary Secretary promptly of each change of address. All notices and letters dispatched by post to a Member at the address registered in the Register of Members (which shall be conclusive proof thereof) shall be deemed to have been properly delivered pursuant to Rule 33.
6.9. A Member may resign from the Club at any time by giving to the Honorary Secretary written notice of the intention to do so provided that the Member shall remain liable for all monies then due and owing to the Club.
6.10. The Chairman or Honorary Secretary or any person appointed by either of them shall have the power to order the withdrawal from the Ground of any Member who is in breach of any of these Rules, any Regulation or any Rule or Regulation of the Union which is applicable to the Ground or its use by Members or who otherwise is, in the opinion of the Chairman or Honorary Secretary or their appointee, guilty of misconduct.
6.11. The Management Committee shall have the power to terminate or suspend for such period as it thinks fit the membership of or to reprimand a Member for any infringement of these Rules, any Regulations, the Rules or regulations of the Union, the Laws of the game or the IRB Regulations or for any conduct prejudicial to the interests of the Club or the Game. The procedure for the exercise of this power shall be prescribed by the Management Committee and details thereof shall be kept by the Honorary Secretary and be available for inspection by Members at all reasonable times (also see clause 6.4).
6.12. A Member shall cease to be a Member:
6.12.1. On resignation.
6.12.2. On non-payment of Annual Subscription on the due date.
6.12.3. On termination of membership by the Management Committee.
6.12.4. On death.
6.13. Each person who is in membership with the Club at the date these Rules take effect pursuant to Rule 28 shall be admitted to membership in accordance with rule 6.4 and any person in membership at that date under the age of sixteen years shall be granted the status of a Junior in accordance with Rule 6.7.
7. Share Capital
7.1. The capital of the Club shall consist of shares of the value of five pence each.
7.2. Every Member of whatever category shall hold one share and no more in the capital of the Club. No person who is not a Member shall be issued with a share.
7.3. Each Member of the Club at the date the Rules take effect pursuant to Rule 28 (other than Junior Members - see clause 6.7.4) shall be allotted one share and five pence of the subscription then next paid by each Member shall be applied in paying up the same in full.
7.4. Any Member admitted to membership after the date on which these Rules take effect shall be allotted one share on admission and five pence of the first subscription paid by such Member shall be applied in paying up the same in full.
7.5. In the case of a share allotted to an Honorary Member either upon these Rules taking effect or upon admission to membership thereafter pursuant to rule 6.5 such share shall be credited as fully paid by way of a capitalisation of any profits of the reserves of the Club and the Management Committee shall have power to take all steps necessary to give effect to this Rule.
7.6. No share shall be held jointly, be withdrawable or be transferable by any Member and no interest, dividend or bonus shall be payable on any share. Any Member transferring or attempting to transfer a share or any interest therein or any rights associated therewith shall, if the Management Committee so decides, be deemed to have resigned from the Club as from the date of such transfer or attempted transfer.
7.7. The share of a Member shall be forfeited to the Club when that Member for whatever reason ceases to be a Member and any amount then due to the Member in respect of such share shall thereupon become the property of the Club.
7.8. The Club shall not be required to issue a certificate to any member in respect of the share allotted to that Member.

## III GENERAL MEETINGS

8. General Meetings
8.1. All General Meetings shall be held at the Ground or elsewhere as the Management Committee may determine and any such meeting other than an Annual General Meeting shall be called a Special General Meeting.
8.2. The Chairman of all such meetings shall be the Chairman of the Club or if unavailable the President of the Club or if unavailable a Member of the Management Committee appointed at the General Meeting concerned to take the Chair for that Meeting.
8.3. Every Member shall be entitled to attend and vote at any General Meeting. The procedure for the casting of votes shall be determined by the Chairman of the Meeting.
8.4. The quorum at any General Meeting shall be 14 Members.
8.5. If within thirty minutes after the time appointed for a General Meeting a quorum is not present, the General Meeting, if convened on the requisition of Members, shall be dissolved, and in every other case it will stand adjourned to such other day and at such time and place, or to be dissolved, as the Management Committee shall determine.
8.6. All resolutions shall be decided by a majority of votes recorded except where:
8.6.1.These Rules provide for a special resolution which shall require a majority of at least two-thirds of the votes recorded, or
8.6.2.A declaration by the Chairman of a General Meeting to the effect that a particular resolution has been passed or not passed by a particular majority or not shall (subject to the Act) be final and binding on all Members.
8.7. A General Meeting shall not be invalidated by reason only of any Member failing to receive a notice thereof or any accompanying document relating thereto.
8.8. The procedure for conduct of General Meetings shall be prescribed by the Management Committee and details thereof shall be kept by the Honorary Secretary and be available for inspection by Members at all reasonable times.
9. Annual General Meetings
9.1. Not later than 30th September in every year a General Meeting shall be held (to be known as the Annual General Meeting (AGM)) for the transaction of the business listed below. If the AGM is to be held after 31st May arrangements shall be made to hold a Special General Meeting (SGM) no later than 31st May to inform the membership of the affairs of the company after the current season.
9.1.1.To consider and approve (with or without amendment) the minutes of the previous Annual General Meeting.
9.1.2.To receive and approve a report from the Management Committee on the affairs of the Club since the previous Annual General Meeting.
9.1.3.To receive and approve a Financial Statement for the preceding financial year and where necessary in law or where the members require the Reporting Accountants report thereon.
9.1.4.To elect the Officers for the ensuing year.
9.1.5.To elect vice-presidents.
9.1.6.To elect three Non - Executive Committee members who shall each hold office for one year
9.1.7.To confirm any elections of Honorary Members made by the Management Committee during the preceding year.
9.1.8.To elect members of the Management Committee for the ensuing year. 9.1.8 Where necessary in law or where the members require, to appoint a Reporting Accountant for the ensuing year
9.1.9.To consider as a special resolution any addition or alteration to these rules duly proposed in accordance with Rules 9.5.
9.1.10. To consider any other motion or business duly proposed in accordance with Rule 9.5.
9.1.11. To consider any other business of which due notice shall have been given.
9.1.12. To hear any other relevant matter for the consideration of the Management Committee during the ensuing year, but on which no voting shall be allowed.
9.2. Notice of every Annual General Meeting stating the date, time and venue of such Meeting shall be sent to all Members so as to be received not less than three weeks prior to the date of the Meeting with the agenda of the business to be considered thereat and with a copy of the Club's Financial Statement for the preceding year.
9.3. The elections of the Officers shall be subject to the following provisions:
9.3.1.Any Member shall have the right to make nominations, with the written consent of a candidate, for election to any one or more of the offices named in or created under the provisions of Rules 13.1. Such nominations must be sent in writing so as to reach the Honorary Secretary one week before the date of the Meeting. The Management Committee shall also have the right to make nominations for the election of Officers.
9.3.2.The election of each Officer shall be decided by a simple majority of the votes recorded.
9.3.3. In the event of an equal number of votes being cast for two or more candidates for any office a further election for that office shall immediately be held between those candidates for whom the votes are equal in number. If there shall still be equality of votes the members of the retiring Management Committee present at the time shall decide who from those candidates receiving an equal number of votes in the second election be the holder of the office concerned for the ensuing year.
9.4. The election of Management Committee Members shall be subject to the following provisions:
9.4.1.Any Member shall have the right to make more than one nomination with the written consent of the candidate, for election as one of the Management Committee Members provided for in Rule 14.1.2. Such nominations must be sent in writing so as to reach the Honorary Secretary one week before the date of the Meeting. The Management Committee shall also have the right to make nominations for the election of Management Committee Members without any restriction on the numbers of nominations.
9.4.2. The election of Management Committee Members shall be decided by a simple majority of votes recorded.
9.4.3. In the event of an equal number of votes being cast for two or more candidates for the last seat or next to last seat on the Management Committee a further election shall immediately be held for the last seat or seats between those candidates for whom the votes cast for such seat or seats are equal in number. If there shall still be equality of
votes the members of the retiring Management Committee present at the time shall decide who shall from those candidates receiving an equal number of votes in the second election be the holders of the last seat or seats on the Management Committee for the ensuing year.
9.5. Proposals for additions or alterations to the Rules or for any other motion to be submitted to an Annual General Meeting shall be subject to the following conditions:
9.5.1.Any proposal shall be submitted in writing so as to reach the Honorary Secretary four weeks prior to the date of the Meeting duly proposed by one Member and seconded by another Member.
9.5.2.Copies of all such proposals and copies of all proposals put forward by the Management Committee shall be sent to all Members with the notice of the Annual General Meeting.
9.5.3.Amendments to any proposal notified to Members under Rule 9.5 . 2 shall be sent in writing so as to reach the Honorary Secretary duly proposed and seconded not less than 24 hours before the time for which the Annual General Meeting is convened.
9.5.4.Amendments duly received in accordance with Rule 9.5 .3 shall be added to the agenda by the Chairman of the Annual General Meeting.
10. Special General Meetings
10.1. The Management Committee may convene at any time a Special General Meeting by giving to all Members two weeks written notice thereof stating the date, time and venue thereof and the resolution or resolutions to be moved or other business to be transacted thereat.
10.1.1. Amendments to any resolution proposed by the Management Committee shall be submitted in writing to the Honorary Secretary duly proposed and seconded by Members in the same manner as prescribed by Rule 9.5.3 for an Annual General Meeting.
10.1.2 Amendments duly received in accordance with Rule 10.1 .1 shall be added to the agenda by the Chairman of the Special General Meeting.
10.2. The Management Committee shall also convene a Special General Meeting on receipt by the Honorary Secretary of a written requisition so to do, duly signed by not less than 20 Members. Each requisition must clearly state the specific resolution to be moved.
10.2.1. Two week's notice of such a Meeting stating the date, time and venue thereof and the specific resolution to be moved thereat shall be sent to all Members by the Honorary Secretary within two weeks of the receipt of the requisition.
10.2.2. Amendments to such a resolution shall be submitted in writing to the Honorary Secretary duly proposed and seconded by Members in the same manner as prescribed by Rule 9.5.3.
10.2.3. Amendments duly received in accordance with Rule 10.2 .2 shall be added to the agenda by the Chairman of the Special General Meeting.
11. Rules
11.1. No new Rule shall be made, nor shall any Rule be amended or rescinded except by a special resolution passed at an Annual General Meeting in accordance with Rule 9.5 or at a Special General Meeting convened by the Management Committee in accordance with Rule 10.1.
11.2. The Honorary Secretary shall register in accordance with the Act any new Rule or amendment to these Rules and no new Rule or amendment to the Rules shall be valid until so registered.
11.3. A copy of the Rules shall be delivered by the Honorary Secretary to any person upon written request and on payment of such sum (not exceeding one pound) as may from time to time be determined by the Management Committee.

## IV OFFICERS AND MANAGEMENT COMMITTEE

## 12. Powers of the Management Committee

12.1. The affairs of the Club shall be administered by the Management Committee which shall exercise all the powers of the Club expressed in Rule 4 and without limiting the generality thereof:
12.2. The Non-Executive Committee Members shall provide oversight, advice and guidance to the Management Committee and the Members in General Meeting and shall be provided with notice of any and all formal meetings held by the Club and any sub-committee thereof.
12.3. The Non-Executive Committee Members shall attend meetings held by the Club and any subcommittee thereof by prior agreement with or invitation from the Officers or Chair of the committee or sub-committee. They shall not be entitled to vote at any such meeting other than as a Member of the Club at a General Meeting.
12.4. Officers of the club will meet with the Non Execs on a quarterly or agreed basis or at the express wish of the Non Execs.
12.5. Non-Executive Committee Member shall upon request be provided with and have access to all Minutes of meetings, correspondence, contracts and any other documents belonging to or in the possession of the Club.
12.6. Notwithstanding the provisions of Rule 10.2, a Non-Executive Committee Member shall at any time be entitled to require the Management Committee to convene, a Special General Meeting of the Members of the Club at a time specified by such Non-Executive Committee Member by giving either the Honorary Secretary or the Chairman notice in writing of a request for such a meeting.
12.7. Non-Executive Committee Member shall be entitled to address the Members of the Club at a meeting called under Rule 12.6 above."
12.8. The Management Committee shall have power to appoint such Sub-Committees as are considered necessary to deal with the affairs of the Club.
12.8.1. The Management Committee shall determine the composition, powers and terms of reference of each Sub-Committee.
12.8.2. The Chairman of the Management Committee shall have the right to attend and vote at any Sub-Committee meeting or if the Management Committee Chairman is not in attendance the Chairman of the Sub-Committee shall have a second or casting vote, and the quorum necessary for the transaction of business by a Subcommittee shall be onethird of its appointed members or as the Management Committee may determine.
12.8.3. A Sub-Committee may exercise the power of co-option subject to the provisions of Rule 12.3
12.9. The Management Committee shall have power to co-opt additional members to serve on it provided that the number of such co-opted members shall not exceed twenty-five per cent of the number of members elected to hold office on the Management Committee (the Officers for the purposes of this computation being deemed to be elected members) and to approve the co-option of additional members to serve on any Sub-Committee, in both cases either for general or special service and with or without voting rights.
12.10. The Management Committee shall not exercise its powers in any way or for any purpose inconsistent with the Objects of the Club.
12.11. The procedure for the conduct of meetings of the Management Committee shall be prescribed by the Management Committee and details thereof shall be kept by the Honorary Secretary and be available for inspection by Members upon written request.
12.12. References in these Rules to any acts or activities or opinion (including, without limitation, decisions, directions requests, exercises of discretion and the giving of consent) of the Management Committee shall mean such acts or activities or opinions as shall have been sanctioned or effected or (as the case may be) expressed by (a) a resolution of the Management Committee or (b) a resolution of the relevant Sub-Committee where the power to act or authority being exercised has been delegated by the Management Committee to a Sub-Committee or (c) the relevant Officer where that power or authority has been delegated by the Management Committee to an Officer.
12.13. The Management Committee shall meet on at least six occasions during the year for which it is elected.
13. Officers
13.1. The Officers of the Club shall be a Chairman, an Honorary Secretary, an Honorary Treasurer, Head of Rugby and such other Officers as the Club may in General Meeting from time to time determine. The Officers of the Club shall be elected at each Annual General Meeting in accordance with Rule 9.3.
13.2. Each Officer on election at an Annual General Meeting shall hold office from the end of that Meeting until the end of the next Annual General Meeting but shall be eligible for reelection from year to year.
13.3. If any such offices shall fall vacant between one Annual General Meeting and the next such vacancy shall be filled by the Management Committee for the period of the vacancy.
14. Management Committee
14.1. The Management Committee shall consist of:
14.1.1. The Officers.
14.1.2. Chairman of the Facilities Committee, Chairman of the Commercial Development Committee, Chairman of the Development Committee, two representatives of Junior (i.e. Under - 19 to Under-7), Manager of Operations and Technology duly elected in accordance with Rule 9.4. A Member of the Management Committee shall hold office from the end of the Annual General Meeting at which he is elected until the end of the following Annual General Meeting and shall be eligible for re-election from year to year.
14.2. The quorum at any meeting of the Management Committee shall be four (or such other number as may be determined from time to time by the club in General Meeting) and the Chairman shall be entitled to exercise a second or casting vote.
14.3. If a vacancy shall occur for an elected Member of the Management Committee between one Annual General Meeting and the next such vacancy shall be filled by the Management Committee.
14.4. If a Member of the Management Committee shall commit an offence under Rule 6.13 or shall be adjudged bankrupt or if a court order is made appointing a receiver to administer such Member's property such Member shall thereupon cease to be a Member of the Management Committee.
14.5. Members of the Management Committee shall receive no remuneration for serving on the Management Committee other than the payment of authorised expenses for carrying out their duties.

### 15.1. Playing and Coaching

The Head of Rugby is responsible for developing the playing strategy for all playing sections whilst concurrently setting the playing and coaching philosophy employed at Horsham Rugby Club. The Head of Rugby will chair the playing committee which will include representation from all playing sections and provide leadership for all "on field" matters at Horsham Rugby Club.

### 15.2. Team Development Plans

Each team / section is responsible for developing their respective plan that outlines the aims and objectives for the forthcoming season alongside the communication of the respective coaching team. By nature, these plans will vary due to numbers of players available or prior season performance (promotion / relegation etc) and should be simple and adaptable plans that guide coaches and managers activities. Plans are to be communicated to the respective representatives on the playing committee in advance of the season for review. Teams that require budget allocations should communicate these within these plans for Management Committee review and visibility.

### 15.3. Coach Appointments

The Playing Committee will manage coach appointments on a formalised basis as required. Given dependence on volunteers throughout the age groups, appointment of coaches is likely to be limited to those at senior level (male and female) together with appointing U18's coaches. In such circumstances that warrant the formalised selection process, the playing committee reserves the right to initiate this in order to maintain a harmonious playing environment that maximises player development opportunities. All coaches and managers should endeavour to develop honest and open feedback mechanisms to ensure selection processes are as transparent as possible and offer the best possible playing experience for all involved with our game.

### 15.4. Selection

The club operates a devolved selection process whereby each coaching / management team selects their respective teams for the weekend's fixtures. However, in general terms, selection for matches should be based on the following 3 principles - attendance at training, long term availability and prior match performance in order to assist in longer term development and maximising of enjoyment for members. In addition, for all age grade rugby, compliance with the RFU's half game rule should be rigorously applied for all players involved in the weekend squads.

All coaches and managers should endeavour to develop honest and open feedback mechanisms to ensure selection processes are as transparent as possible and offer the best possible playing experience for all involved with our game.

### 15.5. Club Kit Colours

The colours of Horsham Rugby Union Football Club shall be emerald green and white. Kit may carry the name of a Club sponsor as permitted by the Rugby Football Union. All teams should endeavour to maintain these colours as part of the Horsham brand.
16. The President and Vice-Presidents
16.1. The office of President shall be an honorary one. It shall be held by a long-standing and worthy member of the club who will promote the image of the Club and represent it with distinction. Elected at the Annual General Meeting, the President shall serve for a period of two years. Individuals may be invited to serve more than one term of office.
16.2. The Management Committee may each year nominate for election at the Annual General Meeting as Vice-Presidents of the Club such Member or Members as they consider should receive special recognition for services to the Club. The position of Vice-President shall not carry any obligations (except to consider making an annual donation to the Club) and in particular a Vice-President shall not be an Officer or a Member of the Management Committee unless separately elected as such. Any Member so elected shall remain a VicePresident until:
16.2.1. On resignation.
16.2.2. On termination of membership by the Committee.
16.2.3. On death.
16.3. Vice-presidents shall be treated for membership purposes as non-playing members in the absence of any other form of membership. Vice-Presidents who continue to play, will be expected to pay a full playing member's subscription.
16.4. The Vice-Presidency shall cease if it is deemed by the Management Committee that there has been no support, either financial or otherwise, from the Vice-President concerned for two consecutive seasons.

## V. FINANCE

17. Club Finance
17.1. The Club's income shall be obtained annually from the subscriptions of Members, from investments and securities from gate monies and ticket receipts from matches arranged by the Club at the Ground, from the letting of the Ground, from sponsorship and from any other available source.
17.2. The profits of the Club shall be applied only in furthering the objects of the Club. No distribution of club assets, in cash or in kind shall be made to Members or third parties but this shall not prevent donations by the Club to registered charities or to any Community Amateur Sports Clubs.
17.3. The Club shall not have power to receive money on deposit from Members or others.
17.4. A Financial Statement of the Club's affairs shall be made up to 31st December in each year (or such other date as may be determined from time to time by the Club in General Meeting) and shall be signed by the Honorary Treasurer, the Honorary Secretary and one Member of the Management Committee. An audit, where necessary in law or where the membership require, shall be carried out by a Reporting Accountant or, where the conditions applicable for appointing lay auditors apply, by 2 or more lay auditors, and a printed copy of the signed Financial Statement, together with the Reporting Accountants report thereon, shall be sent to each member with the notice calling an Annual General Meeting.
17.5. The Club may participate in a standing order or direct debiting scheme as an originator for the purpose of collecting subscriptions for any category of membership and/or any other amounts due to the Club. In furtherance of such a scheme the Club may enter into an indemnity required by the bank upon whom direct debits are to be originated and such indemnity may be executed on behalf of the Club by the Honorary Secretary and Honorary Treasurer or as otherwise determined pursuant to these Rules.
18. Subscriptions
18.1. Each Member shall, according to memberships category, pay to the Club on 1st September (or such other date as may be determined by the Club in General Meeting) such annual subscription as the Management Committee may from time to time determine. The Club will maintain subscriptions at levels that will not pose a significant obstacle to people participating.
18.2. Players shall pay a match fee (amount to be fixed from time to time by the Management Committee) for each match in which they play.
18.3. Current players will no longer be considered for selection where their subscription and/or match fees are more than one month in arrears. All classes of membership will lose their Members privileges and be deemed to have resigned from the Club where subscriptions are three months in arrears.
19. Match Tickets
19.1. Tickets to the Ground for matches arranged by the Club shall be under the control of the Management Committee and shall be sold at prices fixed by the Management Committee (without any provision for repurchase by the Club) to Members or as the Management Committee may direct, and the Management Committee shall allocate such tickets on an equitable basis.
19.2. Tickets to the Ground for representative and other matches for which the Ground is let shall be under the joint control of the Management Committee and the organisers of the match concerned.
19.3. The Management Committee shall have power to issue such season and other tickets, on such terms, with such privileges and to such persons as it may from time to time determine.
20. Auditors
20.1. The provisions of company law relating to the appointment of auditors shall be complied with.
20.2. Until such time as the Club's turnover merits the appointment of an auditor, the financial affairs of the Club shall be approved by a Reporting Accountant.

## VI.STATUTORY PROCEDURES

## 21. Registered Office

21.1. The registered office of the Club shall be at the Ground or at such other location in England as the Management Committee may from time to time otherwise determine.
21.2. Notice of any change in the situation of the registered office shall be given by the Honorary Secretary to the Registrar within two weeks after the change.
22. Use of Name of the Club
22.1. The name shall be kept painted or affixed in a conspicuous position and in letters which are easily legible on the outside of every office or place in which the activities of the Club are carried on.
22.2. The name shall be stated in legible characters in all business letters of the Club, in all notices, advertisements and other official publications of the Club, in all bills of exchange, promissory notes, endorsements, cheques and orders for money or goods purporting to be signed by or on behalf of the Club and in all bills, invoices, receipts and letters of credit of the Club.
22.3. Save with the authority of the Management Committee, the name of the Club shall not at any time be used by any Member in any document or advertisement issued or published by, or on behalf of or with the authority of that Member in such a way as to indicate or imply that such document of the Club or the Management Committee.
23. Seal
23.1. The Club shall have its name engraved in legible characters on a seal which shall be kept in the custody of the Honorary Secretary and shall be used only under the authority of the Management Committee which may determine who shall countersign any instrument to which the seal is affixed and unless otherwise so determined it shall be countersigned by any two of the Officers.
24. Register of Members
24.1. The Club shall keep at its registered office a Register of Members and Officers in which the Honorary Secretary shall enter the following particulars.
24.1.1. The name and address of each Member.
24.1.2. A statement of the share held by each Member and the amount paid therefore.
24.1.3. A statement of other property, if any, in the Club held by each Member whether in loans or otherwise.
24.1.4. The date on which each Member was entered in the Register as a Member and the date on which a Member ceased to be a Member.
24.1.5. The names and addresses of the Officers of the Club with the offices held by them respectively and the date on which they assumed and left office.
24.2. The Register of Members and Officers shall be so constructed that it is possible to open to inspection the particulars entered pursuant to Rules 24.1.1, 24.1.4 and 24.1.5 without also opening to inspection the other particulars entered in the Registers.
25. Inspection of Books
25.1. All Members and persons having an interest in the funds of the Club shall be allowed to inspect their own accounts and the particulars entered in the Register of Members and

Officers other than those entered under Rules 24.1.2 and 24.1.3 upon written request at the registered office of the Club subject to such regulations as to the time and manner of such inspection as may be made from time to time by a resolution passed at a General Meeting.

## 26. Annual Return

26.1. Every year not later than the date provided by the Act or where the return is made up to the date allowed by the Registrar not later than seven months after such date the Honorary Secretary shall send to the Registrar the annual return in the form prescribed by the Registrar relating to the affairs of the Club for the period required by the Act to be included in the return together with a copy of the Financial Statement of the Club with the Report of the Reporting Accountant where applicable thereon for the period included in the return and a copy of each balance sheet made during that period and the Report of the Reporting Accountant where applicable on that balance sheet.
26.2. A copy of the latest annual return shall be delivered by the Honorary Secretary upon written request to any member or other person interested in the funds of the Club on payment of such sum (not exceeding one pound) as may from time to time be determined by the Management Committee.
27. Publication of Accounts
27.1. The club shall keep a copy of the last balance sheet for the time being together with the Report made by the Reporting Accountant where applicable thereon always hung up in a conspicuous place at its registered office.
28. Registration
28.1. These Rules shall take effect on and from the date of their registration pursuant to and in accordance with the provisions of Section 2 of the Industrial and Provident Societies Act 1965.
29. Dissolution
29.1. In the event of it becoming necessary for the Members to discontinue the activities of the Club and to dissolve the Club under the provisions of the Act by whatever means, any excess of assets over liabilities shall not be paid or distributed amongst the Members but shall be appropriated or distributed for the benefit of the governing body for the time being of the Game for use by them in related community sports or for such Community Amateur Sports Club or charity as may be approved by the Members in general meeting.

## VII. GENERAL

30. Licensing
30.1. Save for those persons who are admitted to membership under Rule 6.13 no person may be admitted to membership without an interval of at least two days between the dates of nomination and admission.
30.2. Subject to such restrictions as may be imposed from time to time by the Management Committee in any Regulations:
30.2.1. The Ground shall be open during such hours as the Management Committee may decide and intoxicating liquor shall be supplied during such hours as may be fixed by the Management Committee (which shall not exceed those agreed with the Local Licensing Authority except on those occasions as stipulated in the license) and notified to the Police but the Management Committee shall have power to close the Ground or any part thereof and/or to reduce the hours of supply of intoxicating liquor from time to time on affixing notice thereof on the Club's notice board except that should it be decided to open the club on Christmas Day the hours it is permitted to be open are:

- A maximum of 6 hours total for the day
- Cannot open before noon (unless extension granted)
- Minimum of 2 hour break between 3-5p.m.
- Cannot open after 10.30 p.m.
30.2.2. Members may introduce and entertain guests at the Ground.
30.2.3. Provision is hereby made for the admission to any premises on the Ground in respect of which the Club is registered under the Licensing Act 2003 (or any statutory modification or re-enactment thereof) of persons other than Members or their guests and for the sale of intoxicating liquor to them by or on behalf of the Club for consumption on such premises.

31. Continuity
31.1. For the avoidance of doubt every Member of the Club who at the date these Rules take effect holds office or position in any capacity in the Club (including the position of Vice Presidents) shall continue to hold the same office or position following registration. Such Members shall have the same seniority, dates of appointment, dates of retirement and the like after registration as before registration, subject only to such changes as are necessary by virtue of these Rules. The Trustees under the former Rules of the Club shall, until they have fully discharged their duties, remain as Trustees upon those of the former Rules which relate to Trustees, varied only insofar as these rules necessarily require.
32. Indemnity
32.1. Each Officer (including under the former Rules of the Club the Trustees) and employee from time to time of the Club and each person who was or is from time to time a Member of the Management Committee or any sub-Committee 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 so applied, against all costs, liens, charges, expenses and liabilities whatsoever incurred by such person in the execution and discharge of 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 an Officer or employee or as a Member of the Management Committee or any Sub-Committee as the case may be.
33.1. Any notice or other communication or document sent by first class post to a Member, Officer or member of the Management Committee shall be treated as having been given twenty-four hours after the time when it was posted.
33. Arbitration
34.1. Every dispute of the type specified in Section 60 of the Industrial and Provident Societies Act 1965 or any amendment, modification or re-enactment thereof (not being one in respect of which the decision falls to be made in some other way under these Rules)shall be referred to the arbitration of a single arbitrator (pursuant to the Arbitration Act for the time being in force) to be appointed in default of agreement between the parties to the dispute by the President (or failing whom one of the other Officers) for the time being of the Union.
34. Interpretation
35.1. Subject to the provisions of the Act any difference of opinion as to the interpretation of these Rules or on any matter not provided for therein shall be decided by the Chairman of a General Meeting at such Meeting or by the Management Committee in every other circumstance, and every such decision shall be recorded in the minutes and shall be accepted as the true meaning until thereafter otherwise interpreted on due notice at a subsequent General Meeting.
35. Schedule of Definitions

| 'the Act' | means the Industrial and Provident Societies |
| :---: | :---: |
|  | Acts 1965-1978 and any subsequent Acts governing or otherwise affecting industrial and provident societies. |
| 'Auditors' | means the Reporting Accountant of the Club for the time being. |
| 'Club' | means Horsham Rugby Sports and Social Club Ltd |
| 'Management Committee' | means the committee designated in Rule 14 and 'Committee Member' or 'Member of the Committee' means a member of the Management Committee for the time being and shall include a person co-opted under Rule 12.4 |
| 'Financial Statement' | means a balance sheet together with a Statement of Accounts showing Income and Expenditure. |
| 'Game' | means the amateur game of Rugby Union Football. |
| 'General Meeting' | means a general meeting of Members. |
| 'Ground' | means the ground including clubhouse, stands and other buildings built thereon situated at Coolhurst Ground, Hammerpond Road, Horsham, West Sussex, maintained and developed under the provisions of Rule 3.5. |

\(\left.$$
\begin{array}{ll}\text { 'Honorary Secretary' } & \begin{array}{l}\text { means the Honorary Secretary of the Club for } \\
\text { the time being. }\end{array}
$$ <br>
'IRB' <br>
means the world Governing Body of the Game <br>
which at the date of the adoption of these Rules <br>
is the International Rugby Board of which the <br>
Union is a member. <br>
means the Resolutions and Regulations relating <br>
to the Game promulgated by the IRB from time <br>

to time.\end{array}\right]\)| means the laws promulgated by the IRB from |
| :--- |
| time to time according to which the Game is |
| played throughout the world |

Approved for and on behalf of Horsham Rugby Sports \& Social Club


John Dent
Treasurer


