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**RETFORD ATHLETIC CLUB  
CONSTITUTION**

**11.05.2018**

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***This constitution replaces all previously adopted constitutions of the club. It shall remain in place until it is amended or replaced at a properly convened AGM or EGM***

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## 1. Name

- 1.1 The Club, established in 1983, is called **RETFORD ATHLETIC CLUB** ("the Club") and is so registered with England Athletics. It is also known as **Retford Athletic and Running Club** and uses this title as appropriate.
- 1.2 From time to time sections of the club may adopt subordinate titles to identify their specific activity or member cohort within the club. Examples might include but are not limited to '*Throws Academy*', '*Jumps Academy*', '*Elite Endurance Squad*', '*The Dark Side (Fell Running Group)*', etc. In all cases sub groups will reference the main club.

## 2. Colours

- 2.1 The Club Colours are a WHITE/RED/BLUE vest. The wearing of these colours is required when competing for the Club unless the Rules of Competition of UKA or the IAAF provide otherwise.

## 3. Definitions

- 3.1 "the IAAF" means the world governing body for athletics, which at the date of adoption of these Rules is the International Association of Athletics Federations;
- "the Chairman" means the person appointed from time to time to be the chairman of the Club in accordance with Rule 14;
- "the Secretary" means the person appointed from time to time to be the secretary of the Club in accordance with Rule 14;
- "the Treasurer" means the person appointed from time to time to be the treasurer of the Club in accordance with Rule 14;
- "the Management Committee" means the committee appointed under Rule 14 to manage the Club;
- "the Members" means the members of the Club admitted from time to time to membership of the Club in accordance with Rule 8;
- "National Association" the Home Country Athletics Association to which the Club is from time to time affiliated which at the date of adoption of these Rules is England Athletics – Eastern Region
- "the President" means the person appointed from time to time to be the president of the Club in accordance with Rule 8.8;
- "Vice Presidents" means those persons appointed from time to time to be Vice presidents of the Club in accordance with Rule 8.9;
- "the UKA" means the UK Athletics Limited which is the governing body of athletics within the United Kingdom: Registered in England No. 3686940 of Alexander Stadium, Walsall Road, Perry Bar, Birmingham B42 2BE

“the Trustees” means the Trustees appointed in accordance with Rule 14.2

3.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

## **4. Objects**

4.1 The objects of the Club are:

- a. to provide facilities (including coaching and competitive opportunities) for athletics and generally to promote, encourage and facilitate athletics in the area of *Retford and the district of Bassetlaw* and amongst the community;
- b. to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, insurance, medical treatment, post-match refreshments;
- c. to remain financially viable in order to sustain and develop the club for the benefit of members and the local community;
- d. to obtain funding for the activities of the Club, by, including but not limited to, collecting membership subscriptions, obtaining sponsorship, organising events and applying for grants;
- e. to affiliate to UKA and the National Association;
- f. to comply with and uphold the Rules and Regulations of the National Association, UKA and the IAAF as amended from time to time and the rules and regulations of any body to which UKA is affiliated;
- g. to provide and maintain Club premises and facilities at *Newton Playing Fields, Oakland's Lane, Retford, DN22 7EQ* and club-owned equipment for the use of its Members;
- h. to acquire, establish, own, operate and turn to account in any way for the Members' benefit the facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- i. 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;
- j. to discipline the Members where permitted by its rules/regulations and to refer its Members to be disciplined by UKA or the National Association (as appropriate) where so required by the Rules and Regulations of UKA or the National Association (as the case may be); and
- k. to do all such other things as the Management Committee thinks 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 4.

4.2 The work of Retford Athletic Club shall not be for the benefit of landfill site operators who may contribute to Retford Athletic Club and claim credit under the Landfill Communities Fund. Nor shall it be for the benefit of contributing third parties, as defined in the landfill tax regulations.

## **5. Application of Surplus Funds**

5.1 The Club is a non-profit-distributing organisation. All surpluses will be used to maintain or improve the Club's facilities and in furtherance of the Club's objects.

## **6. Eligibility for Membership**

- 6.1 No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
- 6.2 Persons below the age of 18 may be elected as members but without the right to hold office.
- 6.3 The number of Members is unlimited but may be restricted by the Committee if considered necessary due to available facilities.

## **7. Admission of Members**

- 7.1 Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide.
- 7.2 Every candidate for membership shall be considered by the Management Committee, which shall admit that candidate to membership of the Club unless to do so would be contrary to the best interests of the sport or the good conduct and interests of the Club, or if the Club is at capacity (see Rule 6.3 above).
- 7.3 By becoming a member of the Club, every member agrees to abide by the Club's Constitution and Rules; the Rules of Competition and other rules and regulations of UK Athletics Limited; and the rules and regulations of England Athletics Limited (or relevant successor bodies).

## **8. Classes of Members**

- 8.1 The Club shall have the different classes of membership set out below. Members will enjoy the rights and obligations specifically outlined in this document. Members must also designate themselves as either "First Claim" or "Second Claim" Members.

### **8.2 First Claim and Second Claim**

'First claim' – an athlete's main or 'home' club. Normally this is the one where they do most of their training and the club for whom they compete most frequently;

'Second claim' – a subsidiary club where an athlete goes for specialist coaching or because it is a more convenient training location. Each competition has its own rules about whether or not second claim athletes are allowed to compete. 'Second claim' members must have a 'first claim' club. (See also Rule 20.3 – GUESTS ).

The categories listed in 8.3 – 8.9 below relate to first claim membership.

### **8.3 Ordinary Members**

- a. Anyone satisfying the general admission criteria (as determined from time to time by the Committee) can become an Ordinary Member, provided that they are an amateur as defined by UK Athletics.
- b. There are 3 classes of ordinary membership which are defined from time to time by the Management Committee;
- Senior
  - Junior
  - Family
- c. Ordinary Members shall be entitled to receive notice of, attend and vote at general meetings of the Club. In the case of junior members under the age 16 parents / guardians shall be entitled to attend and vote on behalf of their children (see Rule 8.11 & 18.6 below).

### **8.4 Coaches as members**

- a. The Club shall appoint such coaches as are needed to meet the training needs of Members – see also Rule 19.1 below.

- b. Coaches automatically become Ordinary Members of the club and shall have all the rights of ordinary members including the right to attend and vote at general meetings.
- c. Coaches are **exempt** from paying membership fees whilst so ever they are actively involved in coaching club members. Coaches of junior members and whose children are also members may, alternatively, choose exemption from membership fees for one of their children. (See also Rules 9.6 and 19.7 below).

#### 8.5 **Life Members**

- a. A Life Member shall be:
  - Members age 70+ who have been members for at least 10 years
  - Any other person recognised by the Committee and approved by the AGM who has been nominated in recognition of a significant personal contribution to the Club's affairs.
- b. The total number of Life Members is not limited.
- c. Life Members are **exempt** from payment of annual subscriptions but shall otherwise have the same rights as Ordinary Members. (See also Rule 9.6 below).

#### 8.6 **Honorary Members**

- a. An Honorary Member shall be:
  - Members who retire from athletics and who wish to continue their association with the club.
  - Athletes who have been incapacitated from participating and wish to continue their association with the club.
  - Club committee members and volunteers who are not otherwise members of the club.
- b. All the above require the approval of the committee and membership shall end when so determined by the Committee or when the member actively participates in athletics.
- c. Honorary Members shall have voting rights but shall not pay subscriptions.

#### 8.7 **Not used**

#### 8.8 **President**

The Committee may appoint a person as President. The appointment should be for 3 years, which can be renewed. The President is **exempt** from payment of annual subscriptions. (See also Rule 9.6 below). The President may attend committee and general meetings, but will not have any voting rights.

#### 8.9 **Vice Presidents**

The Committee may appoint Vice Presidents, which shall be reserved for those members who have made a significant and outstanding contribution to the club over a period of years. The appointment shall be for life but subject to the disciplines required of other membership. Vice Presidents are **exempt** from payment of annual subscriptions but shall otherwise have the same rights as Ordinary Members. (See also Rule 9.6 below). Vice Presidents may attend committee meetings but will not have any voting rights unless they are also an elected committee member.

#### 8.10 **Second Claim Members**

Second Claim members will pay an annual membership fee to be determined from time to time by the Management Committee. Fees for different types of second claim members may vary according to the extent to which each second claim member will make use of club facilities. (See also Rule 20.3 – GUESTS ).

#### 8.11 **Rights of Members to attend and vote at General Meetings**

Only Vice Presidents, Life Members and First Claim Members who pay and have paid (or who are **exempt** from paying) an annual subscription shall be entitled to receive notice of, attend and vote at general meetings. A parent or guardian shall be entitled

to represent junior First Claim members under the age of 16 (see Rule 18.6).

## **9. Subscriptions**

- 9.1 The annual subscription for each type of Member shall be determined from time to time by the Management Committee provided that the Management Committee shall ensure that the fees set by it do not preclude open membership of the Club or compromise financial viability.
- 9.2 The Members shall pay the annual subscription fees set by the Management Committee. Payment shall be paid in advance.
- 9.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until he has paid his annual subscription.
- 9.4 Any Member whose annual subscription is not paid by 2 months following the due date, shall be deemed to be *'in arrears'* and an attempt will be made to contact them for payment. Members whose subscription has not been paid by 3 months following the due date shall be deemed to have resigned his membership of the Club. (See also Rule 10.4 & 12.3).
- 9.5 The Club shall be required to register those members as defined by the National Association, for competition purposes, as being First Claim *"active members"* and will charge the Member the registration fee as determined by the National Association.
- 9.6 All 'first claim' junior members are expected to compete for the club and are required to pay the National Association membership fees (age dependent). Senior competing 'first claim' members, irrespective of their membership status, are also required to pay the National Association membership fee. Senior non-competing members may self-exempt from the National Association membership fee which will result in ineligibility for any UKA, EA or IAAF organised competitions.

## **10. Resignation**

- 10.1 A Member may withdraw from membership of the Club on ***giving written*** notice to the Club Secretary. Subject to Rule 10.2 below, membership will cease upon the tendering of resignation. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the Member to comply or to continue to comply with any condition of membership set out in these Rules.
- 10.2 The club will only accept a resignation when satisfied that the member has cleared any debt owed to the club.
- 10.3 The member intending to resign should ensure that they comply with the Eligibility process of the sport in the event that they wish to join another affiliated Athletics Club.
- 10.4 Members will be deemed to have resigned if they have not paid their membership fee within 3 months of the due date (see Rule 9.4 above).

## **11. Senior Member Expulsion**

- 11.1 The Management Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the sport or of the Club for him to remain a Member.
- 11.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Management Committee at which his expulsion shall be considered and written details of the complaint made against him.

- 11.3 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee and at any such meeting to be accompanied by a representative or friend, who may answer complaints made against the Member and to cross-examine any witnesses on behalf of the Member. The Member must not be expelled unless at least two-thirds of the Management Committee then present vote in favour of his expulsion.
- 11.4 The Management Committee may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend that meeting for the purpose of making his representations.
- 11.5 Any member expelled may appeal, within 14 days of written notice of his expulsion by written notice to the secretary of the club. The appeal will take the same format as 11.3 above but will be heard by an appeals panel drawn from the membership of the club. The panel shall consist of 4 members none of whom shall have been involved in the original decision.

## **12. Junior Member Expulsion**

- 12.1 All junior members are coached and are subject to the disciplines of a coached environment. Retford Athletic Club adheres to the UKA guidelines and tries to maintain a coach/athlete ratio in the region of 1/12. This imposes a limitation on the number of junior places available and consequently junior membership must be actively managed.
- 12.2 Where a junior athlete is failing to make satisfactory progress or is failing to show enthusiasm for athletics or is failing to attend on a regular basis or is consistently behaving in an inappropriate manner, the following action will be taken:
- a. The coach will have a confidential discussion with the athlete.
  - b. Where this doesn't result in improvements the coach will discuss the matter with parents/guardians of the athlete.
  - c. Where this doesn't result in improvements the coach, in consultation with other coaches, may agree a change to a different coaching group.
  - d. Where this doesn't result in improvements the athlete will receive a written warning outlining the improvements which need to be made.
  - e. Where this doesn't result in improvements and following final consideration by the coaches, the athlete's membership will be terminated.
- 12.3 When a junior athlete has failed to attend any session for a period of 2 months without informing the club of the reasons why, membership will be automatically cancelled and the place released to an applicant on the waiting list.

## **13. Effect of Resignation or Expulsion**

- 13.1 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.
- 13.2 The Management Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

## **14. The Management Committee**

- 14.1 The day to day management of the Club shall be deputed to a Management Committee consisting of:
- (a) the Chair;
  - (b) the Vice Chair(s) – (up to a maximum of 3)



- (c) the Club Secretary;
- (e) the Club Treasurer;
- (f) General Committee members who may occupy any of the following section responsibilities:
  - Coaching Secretary
  - Cross country Secretary
  - Facilities/Site Management Secretary
  - Fell Running Secretary
  - Grand Prix Secretary
  - Junior Secretary
  - Kit Secretary
  - Membership Secretary
  - Minutes Secretary
  - Road running Secretary
  - Website/Communications Officer

- 14.2 The Management Committee shall also act as Trustees of the Club.
- 14.3 The Club Secretary shall make available to the Members each year a nomination form for the election of members of the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be nominated by **any two Members** on the form prescribed by the Management Committee and must be submitted to the Club Secretary by such date as the Management Committee shall prescribe each year and must be signed by **the Nominee and the two nominating members**. No Member may nominate more than one candidate for any post. If no nominations are received for any particular post nominations may be sought from Members present at the meeting.
- 14.4 Any person nominated as a member of the Management Committee must be a Member of the club or, on appointment, must become a member of the Club.
- 14.5 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the next annual general meeting. If there is more than one candidate for any particular vacancy there shall be an election at the annual general meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.
- 14.6 The Management Committee members shall be proposed, seconded and elected by ballot at the annual general meeting. Election to the Management Committee shall be for three years. One-third, or if their number is not three or a multiple of three, the number nearest to one-third of the members of the Management Committee shall retire annually but shall be eligible for re-election. The members so retiring being those who have been longest in office. As between those who have served for an equal length of time, the member to retire shall (unless they otherwise agree) be determined by lot.
- 14.7 In addition to the members elected [or appointed], the Management Committee may co-opt further Members who shall serve until the next annual general meeting. Co-opted members shall be entitled to vote at the meetings of the Management Committee.
- 14.8 The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.
- 14.9 Retiring members of the Management Committee may be re-elected.

- 14.10 A member of the Management Committee shall be deemed to have vacated office if:
- (a) S/he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (b) S/he is, or may be, suffering from mental disorder; or
  - (c) S/he resigns his office by notice to the Club; or
  - (d) S/he shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without permission of the Management Committee and the Management Committee resolves that his office be vacated; or
  - (e) S/he is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the Constituent Body or the RFU; or
  - (f) S/he is requested to resign by not less than two-thirds of the other Management Committee members acting together.

14.11 **President**

The President may attend committee and general meetings, but will not have any voting rights.

14.12 **Vice Presidents**

Vice Presidents may attend committee meetings but will not have any voting rights unless they are also an elected committee member.

14.13 **Regulations and Standing Orders**

The Management Committee shall have power to make, repeal and amend such regulations and standing orders 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.

## 15. **Proceedings of the Management Committee**

- 15.1 Management Committee meetings shall be held as often as the Management Committee thinks fit provided that there shall not be less than **six** meetings each year. The quorum for such meetings shall be **four**, The Chairman and the Club Secretary shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Club Secretary shall give all the members of the Management Committee not less than **7 days'** notice of a meeting except due to exceptional circumstances it is considered in the Members interest to reduce this period of notice.
- 15.2 The Chairman shall be the chairman of the Management Committee. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Management Committee at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chairman **shall** preside. If there is no Vice-Chairman or if he is unwilling to preside, or if he is not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be chairman of the meeting.
- 15.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chairman or the acting Chairman of that meeting shall have a casting or additional vote.
- 15.4 The Management Committee may from time to time appoint such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine.
- 15.5 All sub committees must comprise at least 1 Management Committee member and

any other members or non members as required for the fulfilling of its remit. All sub-committees shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.

- 15.6 The Management Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Management Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.
- 15.7 The members of the Management Committee shall be entitled to an indemnity 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. Any expenses claimed must be approved by the Management Committee.

## **16. Annual general meeting**

- 16.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:
- (a) to receive the Chairman and Section Secretaries reports of the activities of the Club during the previous year;
  - (b) to receive and consider the audited accounts of the Club for the previous year and the Treasurer's report as to the financial position of the Club;
  - (c) to remove and elect the auditor or confirm that he remain in office;
  - (d) to elect the members of the Management Committee;
  - (e) to decide on any resolution which may be duly submitted in accordance with Rule 16.2 below; and
  - (f) to deal with any special 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 to the Secretary not less than 10 days before the meeting.
- 16.3 No period greater than fifteen months shall elapse between one annual general meeting and the next.

## **17. Extraordinary general meetings**

- 17.1 An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 1 calendar month of receipt by the Secretary of a requisition in writing signed by not less than 10 Members stating the purposes for which the meeting is required and the resolutions proposed.
- 17.2 No other business is to be discussed at an extraordinary General Meeting.

## **18. Procedures at the annual and extraordinary general meetings**

- 18.1 The Secretary shall post on the Club's message boards notice of the date of the general meeting at least 28 days before the meeting.
- 18.2 The Secretary shall post on the Club's message boards any resolutions presented for consideration at the general meeting at least 10 days before the meeting.
- 18.3 The quorum for the annual and extraordinary general meetings shall be **10** Members.
- 18.4 The Chairman shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Members present and entitled to vote may choose one of the other members of the Management Committee present to preside and if no other member of the Management Committee is present or willing to preside the Members present and entitled to vote may choose one of their number to be

- chairman of the meeting.
- 18.5 Each Member present and entitled to vote, shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting.
- 18.6 Parents or guardians of members under the age of 16 shall have the right to vote on behalf of their children, one vote per child member. Junior members age 16+ shall vote in their own right.
- 18.7 In the event of an equality of votes the chairman of the meeting shall have a casting or additional vote.
- 18.8 The minutes Secretary, or in his absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.
- 18.9 There shall be no right for a Member to vote by proxy except in relation to 18.6 above.

## **19. Coaches**

- 19.1 The Club shall appoint such numbers of coaches as are needed to meet the training needs of Members.
- 19.2 Only coaches appointed by the Club are entitled to coach Members when present at the Club and make use of Club facilities and resources.
- 19.3 All coaches must undertake at least the first level of formal training, as designated and offered by England Athletics, at the earliest opportunity and may at their discretion or the Club's request undertake further formal training.
- 19.4 All course fees for all formal training undertaken by club coaches will be met by the Club.
- 19.5 All coaches must undertake periodic DBS certification as required from time to time by England Athletics.
- 19.6 Coaches shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in undertaking their duties for the Club. Any expenses claimed must be approved by the Management Committee.
- 19.7 Coaches are exempt from paying membership fees whilst so ever they are actively involved in coaching club members. Coaches whose children are also members and who coach in the Junior Section, may, alternatively, choose exemption from membership fees for one of their children. (nb: registration fees to the National Association must still be paid by the Member. (See Rules 8.4c and 9.6 above.)
- 19.8 Coaches shall be entitled to a coaches 'uniform' provided free of charge by the Club.
- 19.9 All coaches are covered by the UKA Professional Indemnity insurance and by the club's own Public Liability insurance.

## **20. Guests**

- 20.1 Any Member may introduce guests to the Club, and any athlete, coach, other team representative, match official or spectator attending the Club's premises by invitation of the Club who is not a Member shall be a guest of the Management Committee, provided that no one whose application for membership has been declined or who has been expelled from the Club may be introduced as a guest.
- 20.2 No-one may be admitted as a guest on more than five occasions in any calendar year unless approved at a meeting of the Management Committee.
- 20.3 For insurance purposes all guests who participate in athletic activities are considered as potential new members and must complete the relevant club membership form prior to participating. After a maximum of five sessions they will be invited to join the club.

## **21. Key holders and Opening of the Club**

- 21.1 The Oaklands facility must remain secure at all times. Consequently access to keys is limited to designated keyholders. Keyholders will be granted levels of access by the Management Committee based on need and defined criteria.
- 21.2 Members granted keyholder rights must agree to abide by the keyholder conditions and any failure to do so may result in keyholder rights being withdrawn and any keys returned.
- 21.3 Members leaving the club must return any keys issued to them.
- 21.4 The Club is open for such periods as the Management Committee shall decide and shall be available to the members without discrimination.
- 21.5 Members are free to use the club and its facilities at any time that it is open.
- 21.6 From time to time the Management Committee may grant use of the club and various of its facilities to partner organisations. At such times Members are free to use the facilities but must not disrupt the activities of the partner organisation.
- 21.7 Members are free to use club facilities outside normal times of opening provided that they are accompanied by an authorised keyholder.
- 21.8 At all times Members should be considerate of other users of the facilities.
- 21.9 Only Members and authorised guests are allowed to use the facilities.
- 21.10 Not used.

## **22. Finance**

- 22.1 The Club will maintain a Code of Financial Regulations which shall be authorised and maintained by the Management Committee.
- 22.2 All moneys payable to the Club shall be received by the person or persons authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque or internet payments as authorised by two of the three signatories, designated from time to time by the Management Committee, and who would normally include the Chairman and Treasurer.
- 22.3 Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit. (See Rule 5.1 above).
- 22.4 Subject to Rule 28.3 (dissolution), the income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
- 22.5 The Management Committee shall have power to authorise the payment of remuneration and expenses to any Officer, member of the Management Committee, Member or employee of the Club and to any other person or persons for services rendered to the Club, [provided that any payment shall also comply with Rules 15.6, 19.6, 19.7 and 25 as appropriate].
- 22.6 The financial transactions of the Club shall be recorded by the Treasurer in such manner as the Management Committee thinks fit and a summary presented to each Management Committee meeting.
- 22.7 Full accounts of the financial affairs of the Club shall be prepared each year and shall be independently audited by a competent person approved by the Annual General Meeting. The accounts must be made available when notice concerning the annual

general meeting is given.

## **23. Borrowing**

- 23.1 The Management Committee may borrow a maximum total amount of **£1000** 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.
- 23.2 When so borrowing, the Management Committee shall have 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).
- 23.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 23.4 The Management Committee may 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 deemed proper for giving security for such moneys and the interest payable thereon.

## **24. Insurance**

- 23.1 The Club will maintain the following insurance cover:
- a. Public Liability.
  - b. Personal Indemnity
  - c. Buildings
  - d. Contents
- 23.2 The level of insurance for each will be determined from time to time by the Management Committee
- 23.3 Any claims against any insurance policy must be reported to the Management Committee.
- 23.4 Not used.

## **25. Payment to Members for Services**

- 25.1 The Club may enter an agreement with a Member for his employment by the Club, provided that such arrangements are approved by the Management Committee (without the Member being present) and are agreed with the Member on an arm's length basis. If a Member is to be employed by the Club and the person concerned is also a member of the Management Committee, any remuneration, salary, fees or benefit in money or money's worth paid to such Member (or someone connected to him) by the Club for discharging his duties as such must:
- (i) be fixed having regard to the current remuneration of officers in comparable posts;
  - (ii) not exceed the general market rate for officers providing comparable services; and
  - (iii) not to any extent be determined by or conditional upon the profits or losses derived from some or all of the activities of the Club or by reference to the level of the Club's gross income from some or all of its activities.
- 25.2 Nothing herein shall prevent the Club from entering an agreement with a Member for the supply by him to the Club of goods or services, nor prevent any payment in good faith by the Club:

- (a) of interest on money lent by a Member or its officers at a commercial rate of interest;
  - (b) to any officer, committee or sub-committee member of reasonable and proper out-of-pocket expenses;
  - (c) of reasonable and proper rent for premises demised or let by any Member or by any officer; or
  - (d) of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the officers (or any of them) in relation to the Club.
- 25.3 No Member shall be paid a salary, bonus fee or other remuneration for competing for the Club.

## **26. Property**

- 26.1 The property of the Club, other than cash at the bank, shall be vested in the Management Committee who shall deal with the property as directed by resolution of the Committee and entry in the minute book shall be conclusive evidence of such a resolution.
- 26.2 The club shall enter into any rental or leasing arrangements necessary for the effective running of the club and in so doing shall implement any measures necessary to ensure compliance with the contract.
- 26.3 The club shall purchase or lease any equipment necessary for the effective running of the club or for the effective delivery of athletic activities.

## **27. Indemnity**

- 27.1 The Management Committee shall be indemnified by the Club and the Club shall pay all costs, losses and expenses which any such Member of the Committee may incur or for which he may become liable by reason of any contract entered into or act or thing done by him 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 his or their duties.
- 27.2 The Management Committee may give to any Committee Member, 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.

## **28. Dissolution**

- 28.1 A resolution to dissolve the Club shall be proposed only at a properly convened extraordinary general meeting and shall be passed by a majority of the Members present and voting. If passed a further general meeting shall be convened, to be held not less than four weeks thereafter (of which two weeks written notice shall be given to each Member in addition to the other provisions for Notice), to further consider the matter.
- 28.2 The Members may vote to wind up the club if not less than two thirds of the Members present and voting support that proposal.
- 28.3 Following a successful resolution to dissolve the club, the committee shall proceed to realise the property of the club and discharge all liabilities.
- 28.4 Any property remaining after the discharge of the debts and liabilities of the Club shall be paid to or distributed to Nottinghamshire AAAs for use by them in community related sports.
- 28.5 In the event of Retford Athletic Club disbanding any remaining Landfill Communities Fund money shall be transferred to any enrolled Environmental Body and not to an organisation of similar objects and status.

**29. Alteration of the Constitution**

- 29.1 These Rules 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.
- 29.2 The Management Committee may make minor amendments in the drafting, which shall be ratified at the next AGM.