

# Richmond Canoe Club Constitution

## 1. CLUB NAME, MOTTO AND COLORS

- 1.1 The name of the Company is the Richmond Canoe Club Limited (the “**Club**”).
- 1.2 The Club’s insignia shall be a blue shield bearing a white swan above blue and white waves, and under the shield a yellow scroll bearing the motto “*Progre~~dimur~~*”.
- 1.3 The Club pennant shall be the St George Cross on a white ground under the central Club insignia.
- 1.4 The Club tie shall be maroon bearing the Club insignia.
- 1.5 The Club blazer shall be navy blue and racing vests shall be a red vest with white train bearing the Club insignia on the front.

## 2. AIMS AND OBJECTIVES

- 2.1 The object for which the Club is established is to promote and encourage the amateur sport of canoeing and community participation in the same. The Company shall also aim to protect the interests of canoeists.
- 2.2 In furtherance of the objectives the Club is committed to treating everyone equally regardless of sex, ethnic origin, religion, disability or beliefs.

## 3. MEMBERSHIP

- 3.1 Eligibility
  - (a) Any person regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, interested in the sport of canoeing and who undertakes to behave in a manner beneficial to the best interests of canoeing shall be eligible for membership.
  - (b) Any person intending to take part in the activities of the Club afloat must be able to swim at least one hundred metres. This latter stipulation is purely made in the interests of member health and safety.

### 3.2 Application Process

- (a) Prospective members shall be supplied with an application form and a copy of the Club Constitution and any additional Club Rules. The aforementioned forms will be supplied either as a hard copy or be available via the official Club website. The completed form shall be returned to the Club accompanied by the entrance fee and first year's subscription.
- (b) The decision to elect prospective members to the Club shall rest with the General Committee, except in the case of honorary members who shall be elected at Annual General Meetings.
- (c) The General Committee may refuse election for good cause such as the prospective member's conduct or character being found likely (in the General Committee's reasonable opinion) to bring the Club or sport into disrepute. Refusal of membership may also be made on the grounds of health and safety if, following a risk assessment conducted by or on behalf of the General Committee, the prospective member is deemed likely to pose a risk either to his/her own health or safety or that of other members.
- (d) Appeal against refusal may be made to the General Committee (in person or in writing) and where refusal has been made on the grounds of the risk assessment, the individual concerned shall be entitled to see a copy of such risk assessment for the purposes of the appeal.
- (e) Membership is non-transferable.

### 3.3 Classes of Membership

Full members shall have a right to vote, be eligible for election to the General Committee and for appointment to the board of directors of the Club.

Associate members shall not have the right to vote, be eligible election to the General Committee or for appointment to the board of directors of the Club, except in the case of an honorary member to whom the Club at an Annual General Meeting (AGM) has awarded the status of full member.

- (a) Full Membership categories
  - (i) **Adult Membership.** Shall be open to all persons aged 18 years of age or over. A discount will be offered to any person aged 60 years of age or over at the time of election or at the start of a membership year (1<sup>st</sup> November).
  - (ii) **Life Membership.** Open to any person aged 18 years or over who agrees to pay a fee equivalent to 10 times the annual rate of full

membership at the time of election. A life member shall have the rights of a full member.

- (iii) **Family Membership.** Shall be open to a spouse or partner of a full member.. Children up to the age of 18 years on the day of membership will also be eligible for the family membership fee but shall be considered junior members and not full members.
- (iv) **Student Membership.** Shall be open to any person aged 18 years or over who is a full time student and can produce an NUS card or an equivalent form of student status identification.

(b) Associate Membership categories

- (i) **Temporary Membership.** Temporary Membership may be granted to visitors who are bona fide members of other boating Clubs, subject to two days' notice in writing. Such temporary members shall have the status of full members without voting powers and may be required to pay an amount to the Club as decided by the General Committee on a case by case basis.
- (ii) **Junior Membership.** Shall be open to persons aged less than 18 years on the day of election. Junior members must have a parent or guardian as a social, full, life, student, senior citizen or honorary member.
- (iii) **Social Membership.** This is open to the following persons:

Anyone who does not wish to use the Club for canoeing or training purposes;

~~Past full or junior members of the Club who have moved beyond the reach of normal Club activities, but wish to retain their connection with the Club;~~

The parent or guardian of a junior member under 18 years, where the parent or guardian is not a full member. All social members shall have access to the Club premises when open but may not possess keys to the Club premises or use any canoe owned by the Club. Social members shall have no voting rights.

- (iv) **Honorary Membership.** Shall be free membership made available to any person elected by the AGM and to be enjoyed until the next AGM. Unless the honorary membership is renewed at the next AGM, the honorary member shall cease to be a member of Club but may apply for continued membership to Club in the usual way. The Club may at an AGM award the status of full member to an honorary member and /or award the status of life member to an honorary member. If at the time of election, the person awarded honorary membership has already paid membership fee for that

membership year, then the membership fee for the next membership year shall be waived.

- (v) **Group Membership.** Block entries for group membership are accepted at the discretion of the Committee when the responsibility for supervision of such members imposes no additional burden on the Club. Such group membership entries will not be considered in arriving at the percentage of junior members in the Club.
- (vi) **Out of Port member.** Shall be open to a person either previously a full member or junior member who no longer participates in the club activities or uses the Club premises and equipment on a regular basis but who wishes to continue to be affiliated with the Club and race for the Club; or a person who is a member of another canoe club but who wishes to use the Club facilities and who the Committee has agreed may use the Club facilities. All Out of Port members shall have access to the Club premises when open but may not possess keys to the Club premises or use any canoe owned by the Club.

### 3.4 Membership Fees

- (a) An entrance fee may be payable on joining the Club by all members (with the exception of temporary members) in addition to an annual membership fee.
- (b) Where a member has been permitted use a space to store his or her boat on the premises of the Club, a boat storage fee (rack fee) will also be payable.
- (c) The Club has different classes of membership (as set out above) and membership fees may vary according to the class of membership.
- (d) The membership fees and rack fees are determined and subject to change from time to time by the General Committee and such changes shall be notified to members from time to time.
- (e) Annual renewable membership (other than for honorary membership) shall lapse on 31 October each year. In the ~~second year of membership~~ year of joining a reduction of 1/12<sup>th</sup> in the fee will pass to the member in respect of each full month that passed ~~in the first year of membership~~ preceding the election of the member, e.g. date of joining April, months passed before election equals five, (November - March), amount due equals full fee less 5/12ths of fee.

### 3.5 Termination of membership

- (a) A member may withdraw from membership of the Club by giving 30 days' notice to the Club in writing.
- (b) A person's membership terminates when that person dies or ceases to exist.

- (c) Any member whose membership fees are due and remain in arrears at 1 December in each membership year shall automatically cease to be a member. In such cases membership may, at the discretion of the General Committee, be resumed upon payment of the amount due without payment of a new entrance fee. No portion of a subscription fee is returnable for any unexpired part of the year when membership ceases before 31 October.
- (d) Suspension and Expulsion.
  - (i) The General Committee may revoke membership for good cause such as member health and safety issues, or on account of the member's conduct or character which has or is likely (in the General Committee's reasonable opinion) to bring the Club or sport into disrepute or if a member violates any of the rules and regulations of the Club.
  - (ii) The General Committee shall immediately investigate any breach of the Club constitution and rules or any charge of unsatisfactory conduct by a member.
  - (iii) Unless the charge appears to be unfounded the General Committee shall call upon the member for an explanation. If two thirds of the General Committee, after investigation, are not satisfied with the explanation, the member may be expelled or suspended for a stated period.
  - (iv) If the member lodges a written appeal with the General Secretary supported by 15 full members within 14 days of the decision of the General Committee, an extraordinary general meeting of the Club may be convened which may confirm, vary or annul the General Committee decision.
  - (v) An expelled member shall have that part of his/her membership fee refunded to him/her as may be deemed appropriate by the General Committee, whose decision is final. He/she shall remove all his/her property and effects from the Club premises within 48 hours. He/she shall hand to the Commodore or other officer all Club goods, effects, keys, and monies held on behalf of the Club. Thereafter he/she shall have no further claim upon the Club. No member under suspension or expelled may use the Club premises or property nor may he/she attend any Club function as the guest of another member.

#### **4. INCOME**

- 4.1 The income and property of the Club shall be applied solely in promoting the aims and objectives of the Club as set out in article 2. The property and funds of the Club cannot be used for the direct or indirect private benefit of members other than as

reasonably allowed by the articles of association and this Constitution and all surplus income or profits shall be re-invested in the Club. No surpluses or assets will be distributed to members or third parties.

## **5. PROPERTY**

5.1 The Club may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, away-race expenses, post-race refreshments and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.

5.2 The Club may also in connection with the sports purposes of the Club:

- (a) sell and supply food, drink and related sports equipment and clothing;
- (b) employ members and remunerate them for providing goods and services, on fair terms set by the General Committee without the person concerned being present;
- (c) pay for reasonable hospitality for visiting teams and guests; and
- (d) indemnify the General Committee and members acting properly in the course of running the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets).

## **6. WINDING-UP**

6.1 The directors shall be responsible for the orderly winding up of the Club's affairs in accordance with the articles of association of the Club and the requirements below.

6.2 After settling the liabilities of the Club, the directors shall dispose of the net assets remaining to one or more of the following:

- (a) to another company or club with similar sports purposes which is a registered charity; and / or
- (b) to another company or club with similar sport purposes which is a registered CASC; and / or
- (c) to the sports national governing body for use by them for related community sports

6.3 Where the remaining net assets include any unspent grant, the grant shall be repaid to the grant making body (where this was a condition of the original grant) prior to actual winding-up taking place.

## 7. THE GENERAL COMMITTEE

- 7.1 The General Committee shall conduct the affairs of the Club and shall meet at regular intervals during the year, as required by the business to be transacted. The General Committee shall exercise all the powers of the Club delegated to them by the directors.
- 7.2 The General Committee shall be empowered to draw up rules for the safe conduct of canoeing activities and for the efficient running of the Club in furtherance of its aims and objectives. Rules drawn up by the General Committee should be adhered to by all members.
- 7.3 The General Committee shall consist of the following officers The Commodore, The General Secretary, the Treasurer and at least 2 other officers as may be deemed necessary. The size and composition of the General Committee for election at an AGM shall be same as the previous year unless the Club at the AGM decides to add or remove any role. The Committee shall not fall below 5 and will always consist of the Commodore, the General Secretary and the Treasurer.
- 7.4
- (a) **The Commodore** The Commodore's role is one of overview and to provide overview and leadership. He draws together the needs and opinions of all members, and guided by that overview he forms and communicates strategies and works with other committee members to draw up plans to allow for the development of the club. The commodore is also responsible for chairing committee meetings, ensuring that they are run according to protocol and are representative of the management team. The Commodore will also represent the club to external organisations and at formal events.
  - (b) **The General Secretary** shall be responsible for all written communications between the Club and outside bodies. He/she shall be available to all members for written enquiries of any description such as suggestions or complaints.
  - (c) **The Treasurer** shall have overall responsibility for operating the Club's bank accounts. He/she shall report to the Committee at all meetings the financial state of the Club and shall produce a balance sheet showing the sums of money required to meet regular bills.
- 7.5 In the case of casual vacancy among the General Committee, the said Committee may appoint another eligible person to act until the next AGM
- 7.6 Officers shall be elected annually for a period of one year.
- 7.7 Officers will attend all meetings unless prevented from doing so by exceptional circumstances.

- 7.8 The General Committee may call upon any officer of the Club to resign, if, in the opinion of the General Committee, the duties of the office are not being satisfactorily carried out. Any officer called upon to resign shall have the right to appeal to an extraordinary general meeting to confirm or reject the decision.
- 7.9 Three General Committee members shall constitute the quorum of the General Committee. If at any time the General Committee exceeds 5 members, then the quorum shall increase by one (1) additional member for every two (2) additional Committee members.
- 7.10 All decisions of the General Committee shall be taken by a simple majority (with the chairperson having a casting vote) save that suspension and expulsion of a member shall require a two thirds majority of the General Committee.
- 7.11 At every annual general meeting all the members of the General Committee must retire from office and may be re-elected.
- 7.12 The General Committee may from time to time appoint from their number such sub-committees as they shall see fit and delegate to them such powers and duties as they may determine.
- 7.13 Financial or legal liability incurred in the rightful exercise of their office shall not be the personal liability of the General Committee but shall be the responsibility of the Club as a whole.

## **8. ELECTION OF GENERAL COMMITTEE**

- 8.1 Any paid up full member aged 18 years or over and any honorary member who has been awarded the status of full member may stand for election to the General Committee if nominated by two other voting members. Nominations for any position can be made on the day and do not require prior notice to the General Secretary.
- 8.2 He/she may stand for more than one office but on election to an office he/she becomes disqualified from standing for any other office.
- 8.3 Election shall be shall be by a show of hands, except when the directors, the general secretary, or the general committee consider that voting should be by secret ballot. Where more than one nomination has been received for a single position either as a director of the club, or on the General Committee of the Club, or for any other position on which the membership are entitle to vote, voting will always be secret ballot.



- 8.4 If there is only one candidate for an office there shall nevertheless be a vote and the candidate shall not hold office unless he/she obtains a majority of the votes in his/her favour.
- 8.5 No member of the Club may hold fully or jointly more than one office of the General Committee unless nobody is elected to either of the offices concerned when called for at the Annual General Meeting.

## **9. FINANCES**

- 9.1 The Club Treasurer will be responsible for the finances of the club.
- 9.2 The financial year of the club will end on **31<sup>st</sup> October**. Any change to the financial year shall require the approval of the Members in General Meeting.
- 9.3 The Club may not make payment to members for participation in the sport which would contravene amateur status nor can any profit be distributed to members.
- 9.4 The Accounts of the Club shall be prepared and filed in accordance with current statutory requirements.
- 9.5 The Committee shall retain for a period of seven (7) years all financial records relating to the Club.
- 9.6 Members may request and receive a copy of the last audited financial accounts of the Club.

## **10. GENERAL MEETINGS**

- 10.1 The annual general meeting shall be held in every calendar year at such time and place as may be determined by the General Committee.
- 10.2 The General Secretary shall convene an extraordinary general meeting either on instructions from the majority of the General Committee or upon written demand of fifteen or more voting members. (or 10% of the membership, whichever is the greater) who shall specify the object of the meeting.
- 10.3 Fourteen clear days' notice in writing, which may be by electronic means, shall be given regarding any general meeting to be sent to the last known address (or, in the case of electronic communication, to the electronic contact point) of each member,

showing time, place and business of the meeting. The accounts of the Club for the financial year ending immediately prior to the AGM shall be provided with this notice.

- 10.4 The Commodore, or in his/her absence, the Vice-Commodore if one exists shall preside at all General Meetings. In the absence of both, a chairman shall be elected by the members present.
- 10.5 Other than as specified in this Constitution procedure at all General Committee meetings and general meetings shall be in accordance with accepted practice (as interpreted by the chairman).
- 10.6 The General Secretary shall arrange for an attendance register to be signed by all members attending general meetings of the Club.
- 10.7 There shall be laid before every annual general meeting a statement of accounts for the preceding financial year.
- 10.8 Any matter which a member desires to raise at general meetings shall be notified in writing to the General Secretary not less than seven (7) days before the date of the meeting.
- 10.9 At all general meetings a quorum shall be fifteen or more voting members (or 10% of the membership, whichever is less).
- 10.10 If a quorum is not present within 30 minutes after the time appointed for a general meeting, the meeting shall, at the discretion of the General Committee, be either dissolved or adjourned until a time and place to be decided by the General Committee. If a quorum is not present within 30 minutes from the time appointed for an adjourned meeting, the members present shall be a quorum.
- 10.11 Accidental omission to give notice of a meeting, or the non-receipt of notice of a general meeting by any member shall not invalidate the proceedings of the meeting.

## **11. VOTING AT GENERAL MEETINGS**

- 11.1 Only fully paid up, full members and any honorary member who has been awarded the status of full member shall have the right to vote at general meetings of the Club.
- 11.2 A resolution put to vote of the meeting shall be decided by a show of hands of those entitled to vote, except when the directors, the general secretary, or the

general committee consider that voting should be by secret ballot. Where more than one nomination has been received for a single position either as a director of the club, or on the General Committee of the Club, or for any other position on which the membership are entitled to vote, voting will always be by secret ballot. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

11.3 Any such objection must be referred to the chairman of the meeting whose decision is final.

#### 11.4 Voting by Proxy

- (a) Proxies may only validly be appointed by a notice in writing (a “proxy notice”)
- (b) which—
  - (i) states the name and address of the member appointing the proxy;
  - (ii) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
  - (iii) is signed by or on behalf of the member appointing the proxy; and
  - (iv) is delivered to the General Secretary in accordance with this article and any instructions contained in the notice of the General Meeting.
- (c) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (d) Unless a proxy notice indicates otherwise, it must be treated as—
  - (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- (e) A person who is entitled to attend, and vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.
- (f) An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (g) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

- (h) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- (i) All proxy notices must be delivered to the General Secretary.

**12. LIABILITY**

- 12.1 All members or other persons who take part in club activities do so at their own risk, and neither the club nor its officers can accept any liability for any loss or injury of any kind sustained at the club or whilst engaged in any club activity.

**13. ALTERATION OF RULES**

- 13.1 This Constitution shall not be altered, amended or rescinded except by a special resolution at an annual or extraordinary general meeting of the Club.

*[DECLARATION PAGE FOLLOWS]*

DECLARATION

**At** the Annual General Meeting of 2nd April 2016, **Richmond Canoe Club** adopted and accepted this constitution as a current operating guide regulating the actions of members.

SIGNED: .....DATE:.....

Name: .....

*Club Commodore*

SIGNED: .....DATE:.....

Name: .....

*Club Secretary*