

LONGRIDGE CANOE CLUB

CONSTITUTION



AS ADOPTED 26TH MARCH 2018

1. Name of Club

The Club will be called **LONGRIDGE CANOE CLUB** (referred to as “**The Club**”), and may also be known as LON or Longridge CC. **LONGRIDGE CANOE CLUB** will be affiliated to British Canoeing.

2. Aims and Objectives

The aims and objectives of **The Club** will be:

- to offer sessions in Canoeing and Kayaking
- to offer coaching and competitive opportunities in Canoeing and Kayaking
- to promote **The Club** within the local community and within Canoeing and Kayaking
- to ensure a duty of care to all **Members** of **The Club**.

The Club will undertake its aims and objectives in a way that is fair to everyone.

3. Membership

- a. The **Membership** year of **The Club** will run 1st May to 30th April.
- b. All **Memberships** expire on 30th April and are all subject to reapplication/renewal.
- c. **The Club** reserves the right to refuse renewal of **Membership** of a previous **Member** who has been expelled following disciplinary action within **The Club** or by British Canoeing.
- d. **Membership** of **The Club** is open to anyone interested in coaching or participating in Canoeing and Kayaking, regardless of gender, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.



- **The Club** understands its obligations to make reasonable adjustments to allow disabled people to become **Members** and for them and any disabled guests or visitors to participate in their activity. Where reasonable adjustments have not been possible, on any limitations that have been identified, such as through practicability or the cost of making the adjustment, **The Club** will maintain an on-going review and adopt the reasonable adjustment as soon as it becomes practicable and/or the cost of making the adjustment becomes feasible.

e. The following **Membership** categories of **The Club** shall be available:

- **Adult Member**
- **Junior Member** (aged under 18 on the 1st January of the year prior to **Membership** commencing or renewing).

f. The following **Membership** fee categories of **The Club** shall be available:

- Adult
- Adult in full-time education
- Junior
- Family

Availability of the Family Group shall be limited to up-to two adults with parental or guardian status and must include one or more juniors; all of whom are living or registered at the same home address. Each individual, named within a Family group, shall be a **Member** in their own right, being **Adult Member** or **Junior Member** as applicable and each will hold the same status as if applying for **Membership** in their own name.

g. **The Club** may from time-to-time form or designate ancillary categories, such as volunteer, guest or visitor status, and where applicable apply fee categories for such, but persons under any such category will not be deemed a **Member** of **The Club** and so not entitled to rights specific to **Membership** where so described/defined/set-out in this document. All such categories will be known as **Registered Guests**.



- h. All **Members** and **Registered Guests** will be subject to the regulations, codes of practice, rules and procedures formed by the authority of this **Constitution** and by holding **Membership** or being a **Registered Guest** of **The Club**, will be deemed to accept them, in so far as they are applicable to the respective categories.
- i. **Members** and **Registered Guests** in each category will pay **Membership** fees or **Registered Guest** fees, as determined by the **Officers** of **The Club** or as amended at the **Annual General Meeting**.
- j. **Members** complying with (h) and (i) above, shall be deemed to be in **Good Standing**.
- k. Adult **Members** in **Good Standing** shall be eligible:
- to stand for election to any **Officer** post(s) within **The Club**;
 - to hold any one **Officer** post within **The Club**;
 - for selection in any **Sub-Committee** role or roles within **The Club** (subject to meeting the selection criteria defining the role or roles).
- l. **Junior Members** in **Good Standing** shall be eligible:
- for selection in any **Junior Sub-Committee** role or roles within **The Club** (subject to meeting the selection criteria defining the role or roles).
- m. **Membership** in **Good Standing** entitles **Members** to take part in **The Club** sessions and activities where, after appropriate and fair assessment by the **Officers** and the session Coach(es), it is deemed safe to do so. Entitlement to take part in a session is not deemed to extend to an entitlement to being provided with equipment.



4. Sports Equity

- a. **The Club** is committed to ensuring that equity is incorporated across all aspects of its operation. In doing so it acknowledges and adopts the following Sport England definition of sports equity:
- “Sports equity is about fairness in sport, equality of access, recognising inequalities and taking steps to address them. It is about changing the culture and structure of sport to ensure it becomes equally accessible to everyone in society”.*
- b. **The Club** respects the rights, dignity and worth of every person and will treat everyone equally within the context of their sport, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.
- c. **The Club** is committed to everyone having the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse.
- d. All **Members** have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
- e. **The Club** will deal with any incidence of discriminatory behaviour seriously, according to club disciplinary procedures.

5. Officers' Committee

- a. The affairs and responsibilities of **The Club** shall be conducted by the **Officers** of **The Club**. The **Officer** posts will be:
- Chair
 - Treasurer
 - Secretary
 - Welfare & Safety
 - Session & Race

each shall be elected at the **Annual General Meeting (AGM)** and combined will form an **Officers' Committee**.



- b. Where a post is uncontested then an **Officer** will be elected upon a simple 'for-or-against' majority Vote.
- c. Where a post is contested then voting will take place of the nominated **Members** with a simple majority resulting in election of that nominee. The nominees may not vote.
- d. Each **Officer** duly elected must remain a **Member** of **The Club** in **Good Standing**, subject to which may then remain in the post uncontested for the term of the post.
- e. The term of the post shall be **one year** but each shall be eligible for reelection in successive years.
- f. The **Officers' Committee** will be responsible for:
- adopting new policies, codes of practice, regulations and rules that affect the organisation of **The Club**
 - disciplinary hearings of **Members** who infringe **The Club** rules/regulations/constitution
 - taking any action of suspension or termination of **Membership** or discipline following such hearings.
- g. **Officers' Committee** meetings will be convened by the **Secretary** of **The Club** and be held no less than **four** times within the term of the posts.
- h. Only the **Officers** of the posts listed above will have the right to vote at the **Officers' Committee** meetings.
- i. The quorum required for voting at the **Officers' Committee** meetings shall be **four**.
- j. Proposals or motions will be carried at the **Officers' Committee** meeting upon a simple vote majority.
- k. If any **Officer** post should fall vacant during a term, then the remaining **Officers** shall, within 21 days of becoming aware of the vacancy, announce the vacancy to the **Members** and propose a **Member** as a replacement for the **Officer** post. Any **Member** objecting to the proposal may call for an **Extraordinary General Meeting (EGM)** within 21 days of the announcement.



- The matter will be concluded on expiry of 21 days of the announcement, where no **Extraordinary General Meeting (EGM)** has been called, by the appointment of the proposed

or

- by a **Members** vote at the **Extraordinary General Meeting (EGM)** so called.

6. **Sub-Committees**

- a. The **Officers' Committee** will have the authority to form **Sub-Committees**, and appoint any available **Members** to **Sub-Committees**, as necessary to fulfil **The Club's** business.
- b. Appointment or selection of **Sub-Committees** may only be made from **Members** in **Good Standing**.
- c. Any **Member** may volunteer themselves for appointment or selection provided that they are in **Good Standing**.
- d. **Officers** may also hold a **Sub-Committee** post as a **Member**.
- e. **Members** may hold more than one **Sub-Committee** role or post at any one time.
- f. **Sub-Committees** may be formed or disbanded as required to suit the needs of **The Club**.
- g. **Sub-Committees** may span over the end/start of **The Club** year.
- h. Each **Member** of a **Sub-Committee** shall hold equal standing within the **Sub-Committee** and be entitled to vote on any matters to form a Proposal, however a head of the **Sub-Committee** should be named to manage a **Sub-Committee**.
- i. Proposals of a **Sub-Committee**, and the result of any vote on the proposal, shall be brought to the **Officers' Committee** by the head of the **Sub-Committee** (where so appointed) and the **Officers' Committee** may be requested to discuss the Proposal.
- j. Where requested to do so the **Officers** shall discuss proposals at the next planned **Officers' Committee** meeting or may at their discretion hold an additional **Officers' Committee** meeting.



- k. Where, by normal voting procedures of the **Officers' Committee**, the proposals are agreed to be in accordance with the aims and objectives of **The Club** and it is agreed reasonable to adopt the Proposal, then the Proposal may be implemented by **Officers**.

7. Finances

- a. The **Treasurer** will be responsible for the management and reporting of the finances of **The Club**.
- b. The financial year of **The Club** will run from 1st May to 30th April.
- c. All monies of **The Club** will be banked in an account or accounts with a bank or building society which is a UK regulated firm and listed as such by the Financial Services Authority (FSA). Any account or accounts is/are to be held in the name of **Longridge Canoe Club**.
- d. The **Treasurer** will report on the Finances of **The Club** at each **Officers' Committee Meeting**.
- e. A statement of annual accounts will be presented by the **Treasurer** at the **Annual General Meeting (AGM)**.
- f. **The Club** will set at the **Annual General Meeting (AGM)** the number of **Officers** required to authorise a purchase or expenditure of a maximum value, according to a sliding scale.
- g. **Members** may not incur **The Club**, or commit **The Club** to incur, any cost or expense that has not been agreed and minuted at an **Officers' Committee** meeting. Where such cost or expenses does arise without the prior agreement then the **Member** will be liable for such cost or expense without the right to be reimbursed in full or part.



h. **Members** may receive money and payments for and at events of **The Club** or events attended by **The Club** where agreed in advance. The **Member** will report to the **Treasurer** with details of the transactions and deposit the monies with the **Treasurer** as soon as practical after receiving.

8. **Annual General Meetings (AGMs) and Extraordinary General Meetings (EGMs)**

- a. **AGMs** and **EGMs** are the means whereby the **Members** of **The Club** may exercise their democratic rights in conducting **The Club's** affairs.
- b. **The Club** shall hold the **AGM** in the month of March to:
- Approve the minutes of the previous year's **AGM**
 - Receive reports from the **Officers**
 - Approve the annual accounts
 - Set the cost & expense spending limits requiring multi-**Officer** approval
 - Elect the **Officers** for the forthcoming year
 - Agree the **Membership** fees for the forthcoming year
 - Consider any proposed changes to the **Constitution**
 - Deal with any motions or items brought by a **Member** or **Member(s)**.
- c. Announcement of the **AGM** will be given by the **Secretary** with at least 21 days' Notice to the **Members**.
- d. Nominations for **Officers** shall be sent to the current **Secretary** at least 14 clear days prior to the day of the **AGM**, who shall circulate the nominations at least 7 days before the **AGM**.
- e. Motions or items to be brought to the **AGM** by a **Member** (or **Members**) are to be sent to the **Secretary** at least 14 clear days prior to the day of the **AGM**, who shall circulate the proposed changes at least 7 days before the **AGM**.
- f. Proposed changes to the **Constitution** shall be sent to the **Secretary** at least 14 clear days prior to the day of the **AGM**, who shall circulate the proposed changes at least 7 days before the **AGM**.



- g. All **Members in Good Standing** and who are aged 16 years or above on the day of the **AGM** have the right to vote at the **AGM**.
- h. The quorum for **AGMs** will be 25%* of the voting **Membership**.
- i. An **EGM** may be called by an application in writing to the **Secretary** supported by at least 10% of the voting **Membership** of **The Club** or by a simple majority of the **Officers' Committee**.
- j. Announcement of an **EGM** will be given by the **Secretary** with at least 21 days' Notice to the **Members**.
- k. All **Members in Good Standing** and who are aged 16 years or above on the day of the **EGM** have the right to vote at an **EGM**.
- l. The quorum for an **EGMs** will be 25%* of the voting **Membership**.
- m. Voting at an **AGM** or **EGM** will be through simple majority*, by show of hands or, where deemed appropriate, by secret ballot.
- n. Only votes cast in person at an **AGM** or **EGM** will be counted.

** except where concerning 'dissolution' where the provisions of Section 10 will apply.*

9. Discipline and Appeals

- a. All concerns, allegations or reports of poor practice/abuse relating to the welfare of children and young people will be recorded and responded to swiftly and appropriately in accordance with **The Club's** Safe Guarding Policy. **The Club Welfare Officer** is the lead contact for all **Members** in the event of any child protection concerns.
- b. All complaints regarding the behaviour of **Members** should be presented and submitted in writing to the **Secretary**, or if the **Secretary** has a conflict of interest then the **Chair**.
- c. The **Officers' Committee** will meet to consider complaints within 14 days of a complaint being lodged. An assessment of all the issues will be undertaken with reasonable expedience relative to the complexity of the matter.



- d. The **Officers' Committee** has the power to take appropriate disciplinary action including the suspension or termination of **Membership** without refund of fees.
- e. **Members** will remain in **Good Standing** during any investigation (presumption of innocence) but will not be in **Good Standing** during any suspension of **Membership**.
- f. The outcome of a disciplinary hearing is to be notified by the **Secretary** in writing to the person who lodged the complaint and the **Member** against whom the complaint was made within 7 days of the hearing.
- g. There will be the right of appeal to the **Officers' Committee** following disciplinary action being announced. An appeal is to be made in writing within 7 days to the **Secretary**, or if the **Secretary** has a conflict of interest then the **Chair**. The **Officers' Committee** should consider the appeal within 28 days of receiving the appeal.
- h. Assistance and guidance may be sought from British Canoeing by any party to the matter or the **Officers**.
- i. Where any complaint involves an **Officer** or an **Officer** has a conflict of interest in the matter then the procedures will take place without the **Officer** present and for the duration of the complaint process the **Officer** will be regarded, for the purposes, as a **Member** without **Officer** status.

10. Dissolution

- a. A resolution to dissolve **The Club** can only be passed at an **AGM** or **EGM** through a majority vote reaching at least 60% of the voting **Membership** at that date.
- b. In the event of dissolution, all debts should be cleared with remaining funds of **The Club**. Where possible assets should be sold to release their value. Where debts exceed the remaining funds plus the value of assets that can be reasonably released in time, and the debts were reasonably incurred by the **Officers** or arose despite

reasonable action by the **Officers**, then liability for the remaining debts will be shared in equal parts between all adult **Members**.



- c. Any assets of **The Club** that remain will be donated to another local and not-for-profit water-sports club chosen by majority vote at the **AGM** or **EGM** most recent prior to dissolution. In the absence of a majority vote at the most recent **AGM/EGM** then said assets will become the property of British Canoeing.

11. Declaration

- a. LONGRIDGE CANOE CLUB adopted and accepted this **Constitution** as a current operating guide regulating **The Club** at the **AGM / EGM** stated below and as witness by the following **Officers** (min.2).

AGM / EGM	26 th March 2018
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Name	Teresa Gregory	Officer Post	Chair Elect at AGM Signed as Active Chair
Sign	signature hidden for online accessible copy		

Name	Mark Pearce	Officer Post	Secretary
Sign	signature hidden for online accessible copy		

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