

AYLESBURY SQUASH CLUB CONSTITUTION

DRAFT

NAME

1. The club shall be called Aylesbury Squash Club (ASC) hereinafter referred to as 'The Club', and shall be affiliated to England Squash and Buckinghamshire Squash. This Constitution and Rules document shall be prominently displayed inside the Club's premises and on the Club's website.
2. The name of the committee shall be Aylesbury Squash Club Committee, hereinafter referred to as 'The Committee'.

GUIDANCE TO DEFINITION OF TERMS

In this constitution, unless the context otherwise requires;

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|-------------------------|---|
| The Club | means Aylesbury Squash Club |
| Member | means a member of the Club admitted from time to time to membership of the Club in accordance with this Constitution |
| AGM | means Annual General Meeting |
| ADSC | means Aylesbury Sports District Club |
| The Clubhouse | means Aylesbury Tennis and Squash Clubhouse |
| Adult Member | means a member aged 18 and over |
| Conflict | means a situation in which a Committee member has or can have, a direct or indirect interest or loyalty that conflicts or possibly may conflict, with the interests of the Club |
| The Committee | means Aylesbury Squash Club Committee |
| The Sports | means Squash and Squash 57/Racketball |
| Junior Member | means a member aged under 18 |
| Committee Member | means a member of the Club Committee and includes any person occupying the position of a Committee member, by whatever name called |
| Days | means any day of the week (including weekends) |
| ES | means England Squash |

AIMS AND OBJECTIVES

3. The aims and objectives of the Club shall be to;
 - a. Provide facilities to members and the local community for the playing of the Sports, in a safe and well maintained environment.
 - b. Encourage participation in the playing of the Sports.
 - c. Provide members with a safe sporting environment free from any threatening or unwanted behaviour.
 - d. Promote the Club within the local community and schools in Aylesbury and surrounding areas to attract new members.
 - e. Provide all services in a way that is fair to everyone ensuring that all present and future members receive fair and equal treatment.
 - f. Provide accessible junior coaching.
 - g. Organise and encourage participation in internal Club and Buckinghamshire County leagues & matches.
 - h. Organise social and training events for its members.
 - i. Offer accessible coaching and competitive opportunities in the playing of the Sports.
 - j. Ensure a duty of care is provided to all members of the club.
 - k. Reinvest surplus funds for the improvement of the facilities and services provided to members.

4. The Club is a non-profit making organisation. If The Club ceases to operate, any surpluses will be either returned to another club affiliated to the ADSC, another similar non-profit making organisation within the area, or as a last resort the ADSC.

5. The Club is financially independent, meaning debts incurred shall be the responsibility of the Club alone unless separately agreed in writing.

6. The Club shall exist as an unincorporated association.

7. The Club shall be controlled by 'The Committee'.

MEMBERSHIP

8. The Club shall consist of the following memberships, which shall have no day or time restriction of when they can book courts providing they are within the Club's operating times and not already reserved. Where age criteria are part of membership, it will be assessed monthly. Should members no longer meet their current membership criteria, their subscription will be changed to the cheapest membership available that they qualify for.
 - a. **Adult Membership** – any person over the age of 18 years
 - b. **Student Membership** – any person over the age of 18 and in full time education
 - c. **Junior Membership** – any person under the age of 18
 - d. **Family Membership** – any two adult members and up to four junior and/or student members from within the same family. Children in any one family who have reached the age of 18 will be considered as Adult Members except in the case of students, who will remain eligible for consideration as part of the Family Membership
 - e. **Cohab Membership** – any married couple or equivalent residing at the same address
 - f. **Country Membership** – any person whose home to club postcode is more than 20 miles apart
 - g. **Blue Light Card Membership** – any person who is currently working for the emergency services, NHS, social care sector and armed forces.
 - h. **Joint Membership** - any person who is currently in possession of an active Tennis subscription
9. The Club shall consist of the following memberships who shall have restricted booking times:
 - a. **Midweek Membership** - court bookings are restricted to Monday – Friday before 5pm.
10. The Club shall also consist of the following memberships which are unpaid subscriptions:
 - a. **Life Membership** - an honorary membership the Club can grant to a member and entitles the person to play all Sports within The Club, without payment of subscriptions for the remainder of their life.
 - b. **Staff Membership** – a temporary membership given to any employee of The Club or The Clubhouse which entitles the person to play all Sports within The Club, without payment of subscription for the duration of their employment.
11. The ASC Membership Secretary shall have the discretion to determine which subscription a member will be enrolled within.
12. The Committee may offer up to a six month discount no larger than 50% to any member or applicant who has been unemployed for at least six months.

13. For the duration of their term The Committee shall have the discretion to offer new or remove categories of membership. These decisions may be implemented immediately for ratification at the next AGM.
14. All persons must pay the Club their membership fees.
15. The Committee may at any time review the pricing of memberships and adjust and implement as required.
16. No person is considered a member until he or she has paid their membership fee.
17. The Committee may, at its discretion, offer temporary honorary memberships to individuals, if the Club may benefit from such individuals being a member. This may include but not limited to professional players as an example.

ADMISSION

18. All members of The Club shall also be members of the ADSC and shall be governed by its rules where applicable.
19. All members of The Club shall also be members of The Clubhouse for the duration of their membership and agree to adhere to The Clubhouse Code of Conduct.
20. Membership of the Club shall be open to all without discrimination, irrespective of age, gender, disability, race, ethnic origin, creed, colour, social status or sexual orientation.
21. All members shall be subject to this Constitution and Club policies, and by joining the Club will be deemed to accept them and any new Club policies the Committee introduces during a person's membership.

CESSATION OF MEMBERSHIP

22. Any member may resign their membership by either contacting the ASC Members Liaison Office or Clubhouse Administrator or doing so themselves through the Club membership system.
23. Any person on ceasing to be a member of the Club shall forfeit all rights to and claims upon the Club, its property and funds.

COMPLAINTS AND DISPUTES

24. All concerns, allegations or reports of malpractice or abuse relating to the welfare of children or vulnerable adults will be recorded and responded to swiftly and appropriately in accordance with the Club's, County and England Squash safeguarding policy and procedures. The Safeguarding Officer shall be the point of contact for all Members in the event of any safeguarding concerns.
25. Any complaints of misconduct (improper or unprofessional conduct) regarding the behaviour of Members or Officers shall be dealt with by the Club and must be presented in writing to the Secretary (and where the matter relates to the Secretary, the complaint must be submitted to the Safeguarding Officer). Unless exceptional circumstances apply, the Secretary will aim to hear complaints within fourteen days of receiving a complaint. If the complaint is sufficiently evidenced, the Secretary will appoint 3 (three) Committee Members (who have no direct or indirect interest/involvement in the matter) to sit on a disciplinary panel. Subject to the rule below, a decision of the disciplinary panel shall be final and conclusive. Should three Committee Members not be able to be found without direct/indirect interest or involvement, it is permissible to use Club Members with no direct/indirect interest or involvement.
26. Any appeals must be received by the Secretary within 7 days of receiving the written decision and, if appropriate, an appeal will be heard by a non-conflicted Committee member and 3 members of the Club.
27. Any complaints of serious misconduct including, without limitation, theft, doping violations, fraud, physical violence, safeguarding policy breaches, serious breach of applicable health and safety or any act or omission of a Member which in the opinion of The Committee, brings or is likely to bring the Club into disrepute shall be reported and dealt with by The Committee who have the ability to suspend or terminate the membership of any member for such misconduct or breach of the Club Constitution and/or Policies.
28. Should any member representing the Club bring the Club into disrepute or cause potential reputation damage to the Club, they may be suspended from representing the Club at the Committees discretion.

SUBSCRIPTION & FEES

29. The Committee shall have the discretion to:
 - a. determine the court fees
 - b. determine the membership fees including joining fees
 - c. determine the cancellation fees

d. add/remove membership subscriptions

30. Notification of increases shall be communicated with members no less than 30 days prior to taking effect.

MANAGEMENT

31. The management of the Club shall be run by the Committee consisting of no more than 16 members and no less than 3.

32. The committee may consist of roles;

a. Members

- i. **Chairperson**
- ii. **Hon. Secretary**
- iii. **Hon. Treasurer**
- iv. **Squash Events and Social Officer(s)**
- v. **Squash 57 Events and Social Officer(s)**
- vi. **Communications Officer**
- vii. **Sponsorship & Merchandising Lead**
- viii. **Junior Lead**
- ix. **Coaching Lead**
- x. **Womens Lead**
- xi. **Club Captain**
- xii. **Safeguarding Officer**
- xiii. **Members Liaison Officer**

33. Associate Members

- i. **Clubhouse Administrator**

34. One of the Committee members shall be nominated with additional responsibilities as The Club's Data Protection Officer and another as The Club's Health and Safety Officer.

35. Where deemed appropriate a Committee member may decide to take on multiple roles if their time availability and expertise lends themselves to doing so. This shall be at the individual's and Chairpersons's discretion following mutual agreement.

36. One Committee member shall be designated as a Deputy Chair and should the Chairperson be unavailable, either planned (temporarily) or unplanned they would ensure continuity of the Chairperson's role.

37. All committee members are eligible for re-election at the next Annual General Meeting with the exception of the Chairperson and Hon. Treasurer who are only eligible for re-election providing they are not standing for re-election which would entitle them to a fifth term in the same role.

38. The Committee shall;

- a. In the event of a vacancy, have the power to appoint any member of the Club to fill such vacancy. Any members co-opted in this way shall be in office until the next AGM where they will be expected to stand for election to be re-elected.

- b. Make arrangements for holding matches, tournaments or other like competitions including the imposition of a charge for the admission of members and non-members to the Club and to provide cups and other prizes for competitions and to reserve courts as may be required in-line with either Committee court booking guidelines and the Chairperson's approval.
 - c. Be able to make additional policies and regulations as they shall think expedient for the internal management, use of the courts, and well-being of the Club and its members. All such policies and regulations shall be binding upon the members until repealed by the Committee or set aside by a resolution of a AGM or EGM of the Club.
 - d. Meet at least six times a year to examine the accounts and arrange affairs of the Club. Notices of the meetings shall be sent to each Committee Member. A quorum shall consist of a minimum of four members.
 - e. Take minutes of all proceedings of the Committee and shall be communicated with the members.
 - f. Be summoned to a meeting by either the Chairperson, Hon. Secretary, Hon. Treasurer or any two other Committee members.
 - g. Appoint subcommittees as it may deem necessary, refer to them such of the powers and duties of the Committee as the Committee may determine. Such subcommittees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the direction of the Committee.
 - h. Make provisions to adhere to all relevant legislation including but not limited to; health and safety, child protection and data protection.
 - i. Decide on any question not provided for in the Constitution or rules whose decision shall be final.
39. A Committee member may only hold their seat should they be a 'voting member' with an active membership. Should the situation arise that an ASC Committee member no longer retains their membership it shall be deemed that they have considered to resign and their position will revert to an advertised vacancy.
40. Committee members must declare the nature and extent of a direct or indirect benefit or interest to themselves or their family during their use of the facilities, which he or she has in regard to a proposed transaction or arrangement with the Club or in a transaction or arrangement entered into by the Club; yearly or immediately any that has not been previously declared and;
41. Absent him or herself from any discussion within the Committee in which it is possible that a conflict of interest or loyalty will arise between his or her duty to act solely in the interest of the Club.
42. Any Committee member absenting himself or herself from any discussion in accordance with these clauses must not vote or be counted as part of the quorum in any decision

making of the Committee on the matter.

43. The Chairperson may at their discretion, ratified by one other committee member, deem a Committee member to have a conflict of interest in which they shall have the unreserved right to remove that member for the part of the meeting and/or vote as deemed relevant.
44. Committee members should bring forward items that require a decision to the next available Committee meeting for discussion and vote. Decisions reaching a majority vote will pass and in the event of a tied vote, the Chairperson will have a casting vote.
45. On occasions where the speed of making such a decision does not allow for a decision to be brought to the Committee, it can be brought to the Chairperson who will be able to make a decision by digression on the Committee's behalf, this must be agreed with one other committee member, such decisions must be presented and agreed retrospectively with the full committee in the next meeting.

FINANCIAL GOVERNANCE

46. The financial year of the Club shall end on the last day of March in each year, to which the day the accounts of the Club shall be balanced or on such other date as the Committee shall decide.
47. All events planned for the Club should aim to break even at best, and should this not be possible a P&L should be provided (in advance of advertising the event) to both the Chairperson & the Hon. Treasurer who will authorise / decline the event based on the available funds of the Club.
48. Accounts must be submitted to the ADSC annually together with details of insurable assets and compliance with all legislative requirements.
49. Should the Club get into financial difficulties and as a last resort consider sub-letting facilities to external organisations for the sole purpose of covering assessment payments to the ADSC, they should inform the ADSC immediately.
50. The Chairperson and Hon. Treasurer shall be ex. officio signatories of the ASC current account. A further two committee members shall be nominated by the Chairperson to act as signatories.
51. Signatories are in place for the duration of their term in office. Once their term ends (if they are not re-elected) they shall willingly co-operate to ensure their signatory status is removed from the account and new signatories are established.
52. Any invoices under the value of £500 can be authorised solely by the Hon. Treasurer or Chairperson.
53. Any invoices over the value of £500 require two signatories to authorise, one of whom must be either the Hon. Treasurer or Chairperson, and another nominated signatory (which could include the Hon. Treasurer or Chairperson).
54. Any invoices over £2,500 require two signatories as per the clause above and shall be shared with the Club when quarterly accounts are produced.
55. Any proposed spend over £5,000 shall require the committee to vote in majority of the expenditure before proceeding, require two signatories as per the clause above and shall be shared with the Club when quarterly accounts are produced.
56. Any proposed spend over £10,000 shall require the committee to vote in majority of the expenditure and consequently the members to be consulted before proceeding. Expenditure will require two signatories as per the clause above and shall be shared

with the Club when quarterly accounts are produced.

57. The financial transactions of the Club shall be recorded in such manner as the ASC Treasurer deems fit.

58. Full accounts of the financial affairs of the Club shall be prepared each year.

59. A sink fund for court maintenance shall be established and maintained, which has funds unreservedly ring fenced for the sole purpose of court maintenance.

60. The Committee is authorised to borrow money on behalf of the Club for the purpose of extensions and improvements.

AGM, EGM & VOTING RIGHTS

61. Members holding the following Club membership subscriptions at the time of a voting opportunity shall be entitled to vote, who shall thereafter be known as the 'voting members';
 - a. Adult
 - b. Student
 - c. Family
 - d. Cohab
 - e. Country
 - f. Blue Light
 - g. Life
 - h. Staff
 - i. Joint

62. The Club shall hold an Annual General Meeting (AGM) no later than the second Thursday or nearest acceptable weekday in the month of June in each year.

63. At least 14 days notice of the (AGM) must be given to the Members informing them of the date and venue of the meeting.

64. Any 'voting members' wishing to move a resolution at the AGM must give notice to the Secretary not less than 7 days before the date of the meeting.

65. The AGM shall be held for the following purposes.
 - a. To receive from the Committee a report, balance sheet and statement of accounts for the preceding financial year and an estimate of the receipts and expenditure for the current financial year.
 - b. To elect the Committee and (if needed) appoint auditors/accountants for the ensuing year.
 - c. To decide upon any resolution which may be duly submitted to the meeting.

66. Every three years the Committee may nominate one person for Life Membership. The nominated individual shall be presented as an agenda item at an AGM. Should 85% of the voting members present vote in favour, the individual will be granted Life Membership. The Committee shall only nominate individuals for the purpose of rewarding extraordinary voluntary service to The Club and such reasoning must be presented to the members at the AGM.

67. A copy of the balance sheet, statement of account, estimate and notice of all resolutions received shall be available to each member at least 5 days before the Annual General Meeting.

68. Any two voting members may propose and second any voting member to stand as a candidate in the ASC Committee election by writing to the secretary at least 7 days before the date of the meeting and include the name of the voting member they are nominating and the position they are nominating them for.
69. Candidates standing for election onto the ASC Committee shall be declared elected if they receive the most votes by voting members at an Annual General Meeting. In the case of two or more candidates receiving an equal number of votes the chairperson Elect will have a casting vote. Should two or more candidates standing for the position of chairperson Elect receive an equal number of votes the current Chairperson will have a casting vote.
70. A quorum of at least 15 voting members is required at an Annual General Meeting.
71. Non-Constitutional resolutions require a majority vote of voting members present to pass.
72. Constitutional resolutions require a two-third majority vote of voting members present to pass.
73. Emergency General Meetings (EGMs) may be called if ;
 - a. more than 50% of the voting members request for one by submitting in writing a request to the Hon. Secretary which must include the reason for calling the meeting.
 - b. At least 3 Committee members request one by submitting in writing a request to the Hon. Secretary which must include the reason for calling the meeting.
74. At least 14 days notice of the (EGM) must be given to the Members informing them of the date and venue of the meeting and the reason for calling the meeting.
75. Alterations to the constitution and rules of the Club shall only be made at an Annual or Emergency General Meeting and must be passed by a simple majority of the voting members present. Proxy votes are not acceptable at a General Meeting.
76. A quorum of at least 15 voting members is required at an Emergency General Meeting.

DISSOLUTION

77. If at any General Meeting a resolution for the dissolution of the Club shall be passed by a two third majority of the voting members present, the ASC Committee shall thereupon or at such future date as shall be specified in such resolution proceed to realise the property of the Club and after discharge of liabilities any remaining assets will be given or transferred in line with Clause 4.

CLUB LIABILITY

78. The Club shall not be responsible for articles of value left on the premises or for injury by any member or visitor on the Club premises.

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