

CONSTITUTION OF DIDCOT BARRAMUNDI SWIMMING CLUB as at MAY 2011

1. Name

- 1.1 The name of the Club shall be **Didcot Barramundi Swimming Club**

2. Objects

- 2.1 The objects of the Club shall be the teaching, development and practice of swimming, diving, synchro, open water, water polo for its members. In the furtherance of these objects:
- 2.1.1 The Club is committed to treat everyone equally within the context of its activity. This shall be, for example, regardless of sex, ethnic origin, religion, disability or political persuasion, on any grounds.
- 2.1.2 The Club shall implement the A.S.A. Equal Opportunities policy
- 2.2 The Club shall be affiliated to ASA South East Region, and shall adopt and conform to the rules of this Association, and to such other bodies as the Club may determine from time to time.
- 2.3 The business and affairs of the Club shall at all times be conducted in accordance with the Laws and Technical Rules of the Amateur Swimming Association (“A.S.A. Laws”) and in particular:
- 2.3.1 all competing members shall be eligible competitors as defined in A.S.A. Laws; and
- 2.3.2 the Club shall in accordance with A.S.A. Laws adopt the A.S.A. Child Protection Procedures; and shall recognise that the welfare of children is everyone’s responsibility and that all children and young people have a right to have fun, be safe and be protected from harm.
- 2.3.3 members of the Club shall in accordance with A.S.A. Laws comply with the A.S.A. Child Protection Procedures.
- 2.4 By virtue of the affiliation of the Club to ASA South East Region, the Club and all members of the Club acknowledge that they are subject to the laws, rules and constitutions of:
- 2.4.1 ASA South East Region and
- 2.4.2 the Amateur Swimming Association; (to include the A.S.A./IOS Code of Ethics); and
- 2.4.3 British Swimming (in particular its Doping Control Rules and Protocols and Disciplinary Code;) and
- 2.4.4 FINA, the world governing body for the sport of swimming in all its disciplines (together “the Governing Body Rules”)
- 2.5 In the event that there shall be any conflict between any rule or by-law of the Club and any of the Governing Body Rules then the relevant Governing Body Rule shall prevail.
- 2.6 The club shall seek charitable status under the Charities Act 2006, and any successor acts, to support the Objects described in 2.1 to 2.5, provided that such status is and remains compatible with the other objects. For the purposes of the act these objects constitute the advancement of amateur sport. Where necessary any reference to “Club” in this constitution may be taken to mean “Charity” and vice versa.

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Membership

- 3.1 The total membership of the club shall not normally be limited. If however the committee considers that there is a good reason to impose any limit from time to time then the committee shall put forward appropriate proposals for consideration at a General Meeting of the Club. The members shall have the right to impose (and remove) from time to time any limits on total membership (or any category of membership) of the Club.

All persons who assist in any way with the club's activities shall become members of the club and hence of the A.S.A. and the relevant A.S.A. membership fee shall be paid. Assisting with the club's activities shall include, but not be restricted to, administrators, associate members, voluntary instructors, teachers and coaches, Committee members, helpers, Honorary members, life members, officers, patrons, Presidents, technical and non-technical officials, temporary members, Vice Presidents and verifiers or tutors of the A.S.A's educational certificates.

Paid instructors, teachers and coaches who are not members of the club must be members of a body which accepts that its members are bound by the A.S.A.'s Code of Ethics, the Laws relating to Child Protection and those parts of the Judicial Laws, Judicial Rules and procedures necessary for their implementation and whilst engaged in activities under the jurisdiction of the A.S.A. shall be subject to all the constraints and privileges of the Judicial Laws and Rules.

- 3.2 Any person who wishes to become a member of the Club must submit a signed application to the Secretary (and in the case of a junior swimmer the application must be signed by the swimmer's parent or guardian). Election to membership shall be determined by the Membership officer but other person(s) authorised by the Committee may make recommendation as to the applicants' acceptability. The Membership officer shall be required to give reasons for the refusal of any application for membership. Any person refused membership may seek a review of this decision before a review panel appointed by the Committee ("Review Panel") comprised of not less than three members (who may or may not be members of the Committee). The panel shall [wherever practicable] include one independent member nominated by the ASA South East Region. The person refused membership shall be entitled to make representations to the Review Panel. The procedures for review shall be at the discretion of the Review Panel whose decision shall be final and binding.

The Club shall not refuse an application for membership on discriminatory grounds, whether in relation to ethnic origin, age, sex, religion, disability, political persuasion or sexual orientation

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Subscription and Other Fees

- 4.1 The annual member's subscription and coaching and squad fees (as applicable) shall be determined from time to time by the Committee and the Committee shall in so doing make special provision for different classes of membership as it shall determine.
- 4.2 The annual subscription and entrance fee (if any) shall be due on joining the Club and thereafter on the 1st day of January each year.
- 4.3 Any member whose subscription is unpaid by the date falling 30 days after the due date for payment may be suspended by the Committee from some or all Club activities from a date to be determined by the Committee and until such payment is made
- 4.4 The Committee shall, from time to time, have the power to determine the annual

membership subscription and other fees. This shall include the power to make such increase in the subscription as shall, where the Club pays the individual A.S.A. Membership Fees to the A.S.A. on behalf of members, be consequential upon an increase in individual ASA membership fees. Any increase in subscriptions shall be advised to the members in writing with the reasons for any increase to be reported to the members at the next Annual General Meeting.

5 Resignation

- 5.1 A member wishing to resign membership of the Club must give to the Secretary written notice of his resignation. A member's resignation shall only take effect when this (Rule 5.1) has been complied with.
- 5.2 Notwithstanding the provisions of Rule 5.1 above a member whose subscription is more than two months in arrears shall be deemed to have resigned. Where the membership of a member shall be terminated in this way he shall be informed in writing that he is no longer a member by notice handed to him or sent by post to his last known address.

6 Expulsion and other Disciplinary action

- 6.1 The Committee shall have power to expel a member when, in its opinion, it would not be in the interests of the Club for him to remain a member. The Club in exercising this power shall comply with the provisions of Rules 6.2 and 6.3 below
- 6.2 The Club shall adopt and comply with the A.S.A. Guidelines for handling Internal Club Disputes ("the Guidelines") as the same may be revised from time to time. The Guidelines are set out as an Appendix to the A.S.A. Judicial Laws and appear in the A.S.A. Handbook. (A copy of the current Guidelines may be obtained from the A.S.A. Legal Affairs Department.)
- 6.3 A member may not be expelled or (subject to Rule 6.4 below) be made the subject of any other penalty unless the panel hearing the complaint shall by a two-thirds majority vote in favour of the expulsion of (or other penalty imposed upon) the member.
- 6.4 The Officers of the Club (or any person to whom the Committee shall delegate this power) may temporarily suspend or exclude a member from particular training sessions and/or wider club activities, when in their opinion, such action is in the interests of the Club. Where such action is taken the complaint will thereafter be dealt with in accordance with the Guidelines.

7 Committee

- 7.1 The Committee shall consist of the Chairman, Secretary, Treasurer (together "the Executive Officers of the Club") and 2 elected members all of whom must be members of the Club. The club shall have a Welfare Officer who shall have appropriate training and not be related to any member of the committee or to any of the coaches or teaching staff. All Committee members must be not less than 18 years of age though the Committee may allow younger members to attend their meetings without power to vote.
- 7.2 The Committee members shall be proposed seconded and elected by ballot at the Annual General Meeting each year and shall remain in office until their successors are elected at the next Annual General Meeting. Any vacancy occurring by resignation or otherwise may be filled by the Committee. Retiring members of the Committee shall be eligible for re-election. (See also 8.1)
- 7.3 Committee meetings shall be held not less than quarterly (save where the Committee itself shall by a simple majority resolve not to meet), and the quorum of that meeting shall be

such number as shall represent not less than a simple majority of the Committee members (to include not less than one Executive Officer). The Chairman and the Secretary shall have discretion to call further meetings of the Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Committee not less than two days oral or written notice of a meeting. Decisions of the Committee shall be made by a simple majority (and in the event of equality of votes the Chairman (or the acting Chairman of that meeting) shall have a casting or additional vote.) Each committee member shall be entitled to one vote.. The Secretary, or in his absence a member of the Committee, shall take minutes.

- 7.4 In the event that a quorum is not present within thirty minutes of the published start time, a meeting shall stand adjourned to the time and date falling seven days after the date of the meeting, or such other date and time as may be determined by the Chairman. If a quorum is not present at the adjourned meeting then those Committee members attending may act for the purpose of calling a Special General Meeting of the members, to which the provisions as to minimum notice contained in Rule 11.1 shall not apply
- 7.5 In addition to the members so elected the Committee may co-opt up to 2 further members of the Club who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Committee and shall be counted in establishing whether a quorum is present.
- 7.6 The Committee may from time to time appoint from among their number such sub-committees as they may consider necessary (and to remove (in whole or in part) or vary the terms of reference of such sub-committees), and may delegate to them such of the powers and duties of the Committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.
- 7.7 The 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 Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the members of the Club. The Committee shall be responsible for ensuring that the Accounts of the Club for each financial year be examined by an independent examiner to be appointed by the members in General Meeting. The Committee shall also have power to make regulations and to settle disputed points not otherwise provided for in this Constitution.
- 7.8 The Club will hold suitable insurance in respect of public liability and employer's liability. It may also purchase indemnity insurance for the committee against any liability that by virtue of any rule of law would otherwise attach to a committee member or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the club but excluding:
 - (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the committee member or other officer;
 - (iii) liabilities to the club that result from conduct that the committee member or other officer knew or ought to have known was not in the best interests of the Club or in respect of which the person concerned did not care whether that conduct was in the best interests of the club or not.
- 7.9 The Committee shall maintain an Accident Book in which all accidents to club members at swimming related activities shall be recorded. Details of such accidents shall be reported to the A.S.A. Office. The Club shall make an annual return to the A.S.A. in the prescribed form

Committee and Trustees

8.1 Charities Acts require Trustees to govern a charity's behaviour and individually and as a group the trustees must ensure that they and the club comply the laws relating to the charities. For the purposes of the act, and its interpretation by the Charity Commission, the members of club committee shall have the legal role of trustees, and any person acting as a legal trustee will be a full voting member of the club committee. No person may serve as a committee member if they are legally disqualified from acting as a trustee of a charity.

For the avoidance of doubt, the intent of this clause is that where necessary any reference to "trustee" may be taken to mean "committee member" and vice versa, and "the committee" can be taken to mean "The trustees" and vice versa; so that, for example, "Chairman of the Committee" and "Chairman of the Trustees" shall mean the same person.

8.2 The Committee shall have power to authorise the payment of reasonable and proper remuneration and expenses to any person who is not a Committee member for any goods or services supplied to the club. The appointed coach shall be paid as decided by the committee, subject to the provisions of 8.6.

8.3 It is intention of clauses 8.4 to that no-one should receive any benefit or be placed at a disadvantage as a result of serving as a committee member.

8.4 A Committee member may:

(a) pay out of, or be reimbursed from, the property of the Club reasonable expenses properly incurred by him or her when acting on behalf of the Club.

(b) buy goods or services from the Club upon the same terms as other members or members of the public;

(c) receive a benefit from the Club as a member, upon the same terms as other members;

8.5 A Committee member may only:

(a) sell goods, services or any interest in land to the Club;

(b) be employed by or receive any remuneration from the Club;

(c) receive any other financial benefit from the Club,

if the conditions in 8.6 and 8.7 are met.

8. Any proposal that would result in any Committee member(s) receiving any benefit or payment from the Club, that is not already permitted under 8.4, must be authorised by a majority of those members of the committee who do not stand to receive the proposed benefit(s). Any Committee member who would benefit from such a proposal must

(a) declare his or her interest in the proposal

(b) be absent from that part of any meeting at which the proposal is discussed and take no part in any discussion of it;

(c) not be counted in determining whether the meeting is quorate;

(d) not vote on the proposal.

8.7 Members of the committee deciding to authorize a transaction covered by ,8.5 must be satisfied that it is in the interests of the Club to contract with or employ that Committee member rather than with someone who is not a Committee member and they must record the reason for their decision in the minutes. In reaching that decision the committee must balance the advantage of contracting with, or employing, a Committee member against the disadvantage of doing so (especially the loss of the member's services as a result of dealing with the member's conflict of

interest).

If the committee fails to follow this procedure, the resolution to confer a benefit upon the Committee member will be void and the Committee member must repay to the Club the value of any benefit received by the Committee member from the Club.

9 Annual General Meeting

9.1 The Annual General Meeting of the Club shall be held each year on a date in May or June. The Committee shall fix the date for the Annual General Meeting.

9.2 The purpose of the Annual General Meeting is to transact the following business:

9.2.1 to receive the Chairman's report of the activities of the Club during the previous year;

9.2.2 to receive and consider the accounts of the Club for the previous year and the report on the accounts of the independent examiner and the Treasurer's report as to the financial position of the Club;

9.2.3 to remove and elect the independent examiner (who must not be a member of the Committee or a member of the family of a member of the Committee) or confirm that he remain in office;

9.2.4 to elect the Executive Officers and other members of the Committee;

9.2.5 to decide on any resolution which may be duly submitted in accordance with Rule 9.3.

9.3 Nominations for election of members to any office or for membership of the Committee shall be made in writing by the proposer and seconder to the Secretary not later than 10th April. The nominee shall be required to indicate in writing on the nomination form his willingness to stand for election. Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Secretary not later than 10th April.

10 Special General Meeting

10.1 The Committee may call a Special General Meeting at any time. A Special General Meeting shall be called by the Secretary within 28 days of receipt by him of a requisition in writing signed by not less than 7 members entitled to attend and vote at a General Meeting or (if greater) such numbers as represents one tenth in number of such members stating the purposes for which the meeting is required and the resolutions proposed.

11 Procedure at the Annual and Special General Meetings

11.1 The Secretary shall personally be responsible for the handing out or sending to each member at his last known address a written agenda giving notice of the date, time and place of the General Meeting together with the resolutions to be proposed thereat at least 14 days before the meeting and in the case of the Annual General Meeting a list of the nominees for the Committee posts and a copy of the examined accounts. The Secretary may, alternatively, with the agreement of member(s) concerned distribute these materials by e-mail or similar form of communication. The Notice of Meeting shall in addition wherever possible be displayed on the Club Notice Board where one exists.

11.2 The quorum for the Annual and Special General Meetings shall be 7 members entitled to attend and vote at the Meeting or (if greater) such number as represents one-tenth in number of such members.

- 11.3 The Chairman, or in his absence a member selected by the Committee, shall take the chair. Each member present shall have one vote and resolutions shall be passed by a simple majority. For the procedures for submitting resolutions to be considered at a General Meeting members are referred to Rule 9.3. In the event of an equality of votes the Chairman shall have a casting or additional vote. Only paid members who have reached their 16th birthday shall be entitled to be heard and to vote on all matters.(Members who have not reached their 16th birthday shall be entitled to be heard and vote only on those matters determined by the chairman as matters concerning juniors, such as the election of club captains.)
- 11.4 The Secretary, or in his absence a member of the Committee, shall take minutes at the Annual and Special General Meetings.
- 11.5 The Chairman shall at all General Meetings have unlimited authority upon every question of order and shall be, for the purpose of such meeting, the sole interpreter of the Rules of the Club.

12 Alteration of the Rules and other Resolutions

- 12.1 The rules may be altered by resolution at an Annual or Special General Meeting provided that the resolution is carried by a majority of at least two-thirds of members present and entitled to vote at the General Meeting. No amendment(s) to the rules shall become effective until such amendment(s) shall have been submitted to and validated by such person as is authorised to do so by the County Association / ASA South East Region.
- 12.2 Any member shall be entitled to put any proposal for consideration at any General Meeting provided the proposal in writing shall have been handed to or posted to the Secretary of the Club so as to be received by him not later than 10th April in the case of the Annual General Meeting or, in the case of a Special General Meeting, 18 days before the date of the meeting and thereafter the Secretary shall supply a copy of the proposal or resolution to the members in the manner provided in Rule 11.1

13 Bye-Laws

- 13.1 The Committee shall have power to make, repeal and amend such by-laws as they may from time to time consider necessary for the well being of the Club which bye-laws, repeals and amendments shall have effect until set aside by the Committee or at a General Meeting.

14 Finance

- 14.1 All moneys payable to the Club shall be received by the Treasurer and deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by two of the three signatories who shall be the Chairman, Secretary and Treasurer. Any monies not required for immediate use may be invested as the Committee in its discretion thinks fit.

14.2 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 members of the Club, (save as set out in Rule 17.3.)

14.3 The Committee must comply with their obligations under the Charities Act with regard to:

- (a) the keeping of accounting records for the club;

- (b) the preparation of annual statements of account for the club
- (c) the transmission of the statements of account to the Charity Commission;
- (d) the preparation of an Annual Report and its transmission to the Charity Commission;
- (e) the preparation of an Annual Return and its transmission to the Charity Commission.

14.4 Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Charity Commission or by the Amateur Swimming Association.

14.5 The financial year of the Club shall be the period commencing on 1st March and ending on 28th February. Any change to the financial year shall require the approval of the members in a General Meeting.

14.6 The Committee shall retain for a minimum period of six years all financial records relating to the Club and copies of Minutes of all meetings.

15 Borrowing

15.1 The Committee may borrow money on behalf of the Club for the purposes of the Club from time to time at their own discretion (up to such limits on borrowing as may be laid down from time to time by the General Meeting) for the general upkeep of the Club or with the prior approval of a General Meeting for any other expenditure, additions or improvements.

15.2 When so borrowing the Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sums or sums of money in such manner or on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issues of debentures charged upon all or any part of the property of the Club.

15.3 The Committee shall have no power to pledge the personal liability of any member of the Club for the repayment of any sums so borrowed.

16 Property

16.1 The property of the Club, other than cash at the bank, shall be vested in not more than four Custodians. They 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.

16.2 The Custodians shall be elected at a General Meeting of the Club and shall hold office until death or resignation unless they resign or are removed by a resolution passed at a General Meeting.

16.3 The Custodians shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

17 Dissolution

17.1 A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by a majority of at least three-quarters of the members present and entitled to vote. A specific date for the dissolution shall be included in the resolution.

17.2 The dissolution shall take effect from the date specified in the resolution and the members of the Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

17.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be given to a charity or charities (or other non-profit making organisation having objects similar to those of the Club for the furtherance of such objects) nominated by the last Committee subject to the approval of the charity commission, if required.

18 ACKNOWLEDGEMENT

18. The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the members with each other and the Club.

I acknowledge receipt of the rules of Didcot Barramundi Swimming Club and confirm my understanding and acceptance that such rules (as amended from time to time) shall govern my membership of the Club. I further acknowledge and accept the responsibilities of membership upon members as set out in these rules.

SIGNED (Member)

SIGNED (Parent or guardian of member if under 18 years of age.)

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