



CONSTITUTION of GOSLINGS SPORTS CLUB **(as adopted on 20th August 2020)**

DEFINITIONS

"**Annual Member**" means a person who becomes a member of the Club pursuant to article 3(a) below.

"**Annual Membership Fee**" means the membership fee payable each Membership Year by existing or prospective Annual Members to become or continue as Annual Members of the Club.

"**Club**" means Goslings Sports Club.

"**Club Committee**" means the organising committee of the Club.

"**Club Website**" means the website www.goslingslondon.com.

"**Disclaimer**" means a form required to be signed by Annual Members and Visitors in a form disclaiming the Club, the Club Committee, the permanent subcommittee, the Annual Members who serve on the Club Committee and the permanent subcommittees, the other Annual Members and other Visitors for any injury or loss sustained.

"**Membership Year**" means the period from 1 September to 30 August each year.

"**One quarter or two thirds**" means:

(a) when referring to the number of Annual Members required for a quorum, the total number of Annual Members of the Club divided by four (in the case of "one quarter") or multiplied by two and divided by three (in the case of "two thirds"), rounded up to the next whole number; or

(b) when referring to the number of Annual Members required for a vote, the total number of Annual Members present at the relevant meeting divided by four (in the case of "one quarter") or multiplied by two and divided by three (in the case of "two thirds"), rounded up to the next whole number.

"**Regular Club Activity**" means an activity organised by the Club which takes place on a regular basis, for example a weekly playing session on the same day each week.

"**Standards of Behaviour**" means those standards of behaviour which the Club expects Annual Members and Visitors to adhere to and which are set out on the Club Website.

"**Supporter**" means, in the context of participation in the Club's activities, a person who is positive in his/her attitude towards members of the LGBT+ community.

"**Visitor**" means a member of the LGBT+ community or a Supporter who has paid to participate in a Regular Club Activity for one particular day only.

1. NAME

The name of the club is Goslings Sports Club.

2. PURPOSE OF THE CLUB

The purpose of the Club is to organise regular opportunities to play badminton for members of the LGBT+ community and Supporters and to encourage their participation at whatever level of achievement.

3. MEMBERSHIP

Qualifications and Application for Membership

- a) The Club is open to all members of the LGBT+ community and Supporters. Any member of the LGBT+ community and Supporters may apply to become an annual member of the Club and, subject always to articles 3(f) and 3(h), will be accepted subject to:
- (i) the payment of the appropriate Annual Membership Fee (pro-rated when the member concerned joins part way through a Membership Year);
 - (ii) completion of a Club membership application form;
 - (iii) the individual concerned having attended a Regular Club Activity on such number of times as shall be determined by the Club Committee pursuant to article 3(i).
- b) Visitors may participate in any Regular Club Activity on payment of a day membership fee, provided that: (i) sufficient capacity is available; (ii) the Visitor meets all requirements of the Regular Club Activity (e.g. minimum playing standards);
- c) Annual Members and Visitors must be at least 18 years of age. Anyone under the age of 18 must be accompanied by a parent or legal guardian who must be an Annual Member or Visitor.

Standards of Behaviour and Revocation of Membership

- d) Annual Members and Visitors shall observe the required Standards of Behaviour and rules of any venues where the Club's activities take place.
- e) Where any Annual Member or Visitor behaves in a way which is dangerous or disrespectful to other Annual Members or Visitors or other users of facilities during any session of activity organised by the Club they will be asked to leave that session by one of the permanent subcommittee members. In such circumstances the Visitor concerned will not be allowed to return to the Club. Annual Members will be asked to account for their behaviour and give an undertaking that it will not be repeated.
- f) Notwithstanding article 3(e) above, the Club Committee has the right to reject annual membership applications or to revoke memberships on an individual basis provided that extraordinary reasons apply and where a complaint (add link to Complaints Policy) has been raised and investigated, e.g. gross misbehaviour, repeated dangerous and disrespectful behaviour, bringing the reputation of the Club into disrepute, and repeated failure to adhere to the Standards of Behaviour. The decision of the Club Committee on such matters shall be made by majority vote within the Committee and shall be final (with no right of appeal).
- g) The Annual Membership Fee includes individual membership of Badminton England. This Annual Membership will automatically be subscribed to Badminton England unless the members can evidence that they are already Badminton England members. Membership of Badminton England includes individual Sports and Recreation Liability Insurance see www.badmintonengland-insurance.co.uk.
- h) The Club Committee reserves the right to temporarily reject new annual membership applications in case the number of Annual Members exceeds the available capacity (as decided from time to time by the Club Committee acting reasonably) of the Club as a whole or of individual Regular Club Activities.
- i) The Club Committee shall determine whether a non-member must attend as a Visitor before being able to join the Club, and how many times (subject to a maximum of 3 Visitor attendances).

Register of Members

- j) The Club Committee shall maintain a register of Annual Members, setting out the full name of each Annual Member, an email address for that Annual Member, the date on which s/he/they was admitted to membership, and the date on which any person ceased to be an Annual Member in accordance with the Club's Privacy Policy.

Withdrawal from Membership

k) Any Annual Member who wishes to withdraw from membership *or any Annual Member who wishes to no longer receive communication from the Club* shall give notice by email of the same to the Club Committee. On receipt of the notice by the Club Committee, s/he/they shall cease to be an Annual Member.

Consequences of Revocation or Withdrawal from Membership

l) Any Annual Member who withdraws from membership of the Club pursuant to article 3(k) or who is expelled or whose membership is revoked pursuant to the terms of this Constitution shall not be entitled to a refund of any Annual Membership Fee or any Participation Fees or other fees s/he/they may have paid as an Annual Member.

4. CLUB COMMITTEE AND PERMANENT SUBCOMMITTEES

Powers of the Club Committee

a) The normal business of the Club will be carried out by a Club Committee elected by the Annual Members (through the election of permanent subcommittees pursuant to article 4(l)). Except as otherwise provided in this Constitution, the Club and its assets and undertaking shall be managed by the Club Committee, who may exercise all the powers of the Club.

b) The Club Committee shall remain directly responsible for at least the following:

- the organising of Regular Club Activities through permanent subcommittees.
- the organisation of Club-wide social activities;
- the overall financial affairs of the Club; each permanent subcommittee has a particular responsibility for ensuring the financial stability of their respective Regular Club Activity, and for informing the Club Committee about any potential financial or other risk for the Club without any delay;
- the Club's external relations and membership of other bodies;
- the organising of tournaments;
- the calling of and arrangements for Annual General Meetings and Extraordinary General Meetings ;
- the addition of Regular Club Activities to the Club's activities; and the deletion of Regular Club Activities from the Club's activities;
- to generally control and supervise the activities of the Club;
- to carry on any other activities which further the purpose of the Club;
- to effect insurance of all kinds (which may include officers' liability insurance).

c) The Club Committee can at any time create temporary subcommittees (e.g. for the organisation of tournaments or social events), including co-opted Annual Members to undertake specific tasks. Those temporary subcommittees will be disbanded once the task for which they were created has been completed.

Quorum Requirements of Club Committee

d) The quorum of a meeting of the Club Committee shall be five (of which at least one member from each permanent subcommittee must be present). A Club Committee meeting at which a quorum is present may exercise all powers exercisable by the Club Committee.

Personal Interests

e) A member of the Club Committee who has a personal interest in any transaction or other arrangement which the Club is proposing to enter into, must declare that interest at a meeting of the Club Committee. A Club Committee member shall not vote at a Club Committee meeting (or at a meeting of a permanent subcommittee) on any resolution concerning a matter in which s/he/they has a personal interest which conflicts (or may conflict) with the interests of the Club. S/h/they must withdraw from the meeting while an item of that nature is being dealt with.

f) For the purposes of article 4(e), a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of theirs or any firm of which s/he/they is a partner or any limited company of which s/he/they is a substantial shareholder or director, has a personal interest in that arrangement.

g) Provided:

(i) s/he/they has declared his/her interest;

(ii) s/he/they has not voted on the question of whether or not the Club should enter into the relevant arrangement; and

a member of the Club Committee will not be debarred from entering into an arrangement with the Club in which s/he/they has a personal interest (or is deemed to have a personal interest under article 4(f) and may retain any personal benefit which s/he/they gains from their participation in that arrangement.

h) No member of the Club Committee may serve as an employee (full time or part time) of the Club, and no member of the Club Committee may be given any remuneration by the Club for carrying out their duties as a member of the Club Committee.

i) The members of the Club Committee may be paid expenses reasonably incurred by them in connection with the carrying-out of their duties.

j) Each of the members of the Club Committee shall, in exercising their functions as a member of the Club Committee, act in the interests of the Club; and, in particular, must:

(i) seek, in good faith, to ensure that the Club acts in a manner which is in accordance with its purpose (as set out in this Constitution);

(ii) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;

(iii) in circumstances giving rise to the possibility of a conflict of interest between the Club and any other party:

(A) put the interests of the Club before that of the other party, in taking decisions as a member of the Club Committee;

(B) where any other duty prevents him/her from doing so, disclose the conflicting interest to the Club and refrain from participating in any discussions or decisions involving the other members of the Club Committee with regard to the matter in question.

Powers of Permanent Subcommittees

k) There will be at least one permanent subcommittee for each Regular Club Activity. These subcommittees will carry out the day to day running of the Club's individual Regular Club Activity (for example, the hiring of venues, the setting of fees, the admission of Annual Members, Visitors and Supporters to the Regular Club Activity), and may make decisions concerning such Regular Club Activity as they deem fit. The permanent subcommittees will remain responsible to the Club Committee for their actions, which must be consistent with the Constitution and which must not unfairly disadvantage other Regular Club Activities.

Election of Members to Permanent Subcommittees

l) Each permanent subcommittee will consist of three members who, subject to articles 4(m) and 4(p) below, will be elected annually at the annual general meeting. The elected permanent subcommittee members will take up subcommittee membership from a date determined by the Club Committee to ensure adequate handover from previous permanent subcommittee members.

m) In order to be valid, nominations for election to a permanent subcommittee must be received from Annual Members by the current Chairperson at least seven days before the annual general meeting. Subcommittee members shall not be required to retire and shall automatically continue in their appointment (with no requirement to be re-elected at the annual general meeting) in the event that no nominations for election to the permanent subcommittee concerned are received by the Chairperson. In the event that, at the time of the annual general meeting, the number of vacancies

on a permanent subcommittee exceed or are equal to the nominations received by the Chairperson for that permanent subcommittee, then the nominated members will automatically be elected to the permanent subcommittee concerned with no requirement for a vote and the Club shall announce their appointment at the annual general meeting.

Election to Club Committee, Office bearers, Length of Service

n) The Club Committee will consist of all permanent subcommittee members. The Club Committee members will elect from amongst themselves a Chairperson, a Treasurer, a Secretary and such other office bearers (if any) as they consider appropriate. Further Club Committee roles can be added. A person elected to any office shall cease to hold that office if s/he/they ceases to be a member of the Club Committee or if s/he/they resigns from that office by written notice to that effect.

o) An Annual Member may sit on only one permanent subcommittee.

p) In default of nominations for election, or in case of resignation, permanent incapacity or death, the Club Committee and permanent subcommittees shall have the power to appoint any Annual Member willing to act to complete their minimum number of members.

q) There is no limit on the length of service on the Club Committee or permanent subcommittees, nor on the length of service in any particular post.

Procedure at Club Committee/permanent subcommittee meetings

r) The Club Committee and permanent subcommittees will meet as often as they consider necessary but at least three times per year. All decisions of the Club Committee and permanent subcommittees will be made on a show of hands with each member having one vote and will be carried by a simple majority of those present at the relevant meeting and, in the case of meetings of the Club Committee only, those who are unable to attend but have communicated their vote to the Chairperson at least 24 hours prior to the start of the relevant meeting.

Minutes

s) The Club Committee shall ensure that minutes are made of all proceedings at general meetings, Club Committees and meetings of permanent subcommittees. A minute of any meeting shall include the names of those present.

5. FEES AND FINANCES

a) The Club Committee shall have the responsibility for organising the overall financial affairs of the Club and will be accountable to the Annual Members for such affairs.

b) The Club Committee will determine the respective Annual Membership Fees. In addition to the Annual Membership Fees, Annual Members will be required to pay a participation fee in order to participate in any particular Regular Club Activity ("**Participation Fees**"). Participation Fees for each Regular Club Activity will be determined at the start of each Membership Year by the permanent subcommittee for their respective Regular Club Activity and will take the form of a fee payable each time an Annual Member attends a particular Regular Club Activity and a fee payable at the start of the Membership Year to attend all sessions of a Regular Club Activity in that Membership Year.

c) Visitors will also be required to pay a participation fee to attend a Regular Club Activity ("**Visitor Participation Fee**"). Visitor Participation Fees shall be determined by the respective permanent subcommittees at the start of each Membership Year but shall be subject to amendment during the Membership Year if deemed necessary by the relevant permanent subcommittee.

d) Annual Membership Fees, Participation Fees, Visitor Participation Fees and any other fees payable by Annual Members or Visitors will be set at a level calculated to cover the foreseeable costs of the Club. The Club Committee or permanent subcommittees may levy a surcharge on Annual Members or Visitors if deemed necessary to meet the Club's financial commitments. Each permanent subcommittee must base their fees on realistic calculations designed to ensure the financial stability of their respective Regular Club Activity.

e) The Club Committee must maintain sufficient reserves at all time to cover the cost of at least 6 months total operating expenses (venue hire, shuttlecocks etc) of the club. The figure is to be agreed upon by the Club Committee at the start of each financial year.

f) All money collected from Annual Members, Visitors or from other sources (e.g. sponsorship, gifts etc.) will belong to the Club and will be maintained in a bank account in the Club's name. The signatures/instructions/approvals of two out of three Club Committee members appointed by the Club Committee to operate the Club's bank accounts shall be required in relation to all operations (other than lodgement of funds but including internet banking) on the bank accounts held by the Club.

g) The Club Treasurer or, in default of the Club Treasurer, another member of the Club Committee, will maintain an income and expenditure account and produce accounts annually as soon as possible after the end of the Club's financial year ending on 31 March and by 31 May at the latest.

h) Accounts will be presented annually to the Club's annual general meeting. Copies will be made available to all current Annual Members via the Club Website at least seven days prior to the annual general meeting.

6. ANNUAL GENERAL MEETINGS (AGM) AND EXTRAORDINARY GENERAL MEETINGS (EGM)

Annual General Meetings

a) The Club Committee shall convene an annual general meeting in each Membership Year. Not more than 15 months shall elapse between one annual general meeting and the next. The Secretary or the Chairperson will notify Annual Members of the date, time and venue of the AGM at least 21 days ahead of the event. All current Annual Members may attend.

b) The business of each annual general meeting shall include:

(i) a report by the Chairperson or a delegate on the activities of the Club;

(ii) consideration of the annual accounts of the Club; and

(iii) if required, the election of Annual Members of the permanent subcommittees.

c) Annual Members may suggest topics for discussion at the AGM. Topics for discussion and motions to be voted on must be notified to the Club Committee at least seven days before the AGM. Such motions must be notified in writing to a Club Committee or permanent subcommittee Annual Member or by email to one of the Regular Club Activity's email addresses.

Quorum Requirements

d) Subject article 7(a), for an annual general meeting to be quorate the lower of (a) one quarter of Annual Members or (b) 50 Annual Members must attend. Members of the Club Committee shall be counted in the quorum and shall, subject to the conflict rules contained in this Constitution, be entitled to vote.

Voting

e) Motions where a vote is taken require a simple majority of those present to be passed except that motions which seek to change the Constitution require a two-thirds majority of those present. Motions on which there is a tied vote shall be regarded as defeated.

f) All current Annual Members may vote on motions regardless of whether they affect only one Regular Club Activity.

Extraordinary General Meetings

g) An EGM will be called at the request of at least 20 Annual Members or 10% of the full Annual Membership whichever is lower, or may be called by the Club Committee. At least 21 days notice of such a meeting will be given. All Annual Members of the Club are entitled to attend such a meeting. articles 6 (c), (d), (e) and (f) of this document will apply to the conduct of any EGM.

7. DISSOLUTION OF THE CLUB

a) The Club may be dissolved by a motion for dissolution being passed by at least two thirds of those attending an AGM or an EGM. The quorum requirements in article 6 (e) shall be amended for a meeting where a motion for dissolution is being voted on so that the quorum for such meeting shall be 50% of Annual Members.

b) If such a motion were passed any funds belonging to the Club will be divided equally between all current Annual Members after all debts have been paid.

8. NOTICES

a) Any notice which requires to be given to an Annual Member under this Constitution shall be in writing and may be:

(i) given personally to the Annual Member;

(ii) sent by email to the email address given by the Annual Member in his membership form or to such other email address as the Annual Member may advise to the Secretary of the Club from time to time;

(iii) posted on the Club's Website.

b) Any notice to the Club or the Club Committee or any permanent subcommittee must be given by Annual Members by email to the following email address: committee@goslingslondon.com