DUFFIELD SQUASH AND RACKETBALL CLUB

CONSTITUTION

(Amended September 2012)

( Further amended September 2019)

1. NAME

The Club is called Duffield Squash and Racketball Club ( “ the Club “)

1. AIMS AND OBJECTS

The objects of the Club are:-

* 1. principally to promote facilities for squash and racketball and generally to promote, encourage and facilitate the playing of squash and racketball particularly in the area of Derbyshire and amongst the community;
  2. to maintain Club premises at 23 Town Street, Duffield for use by its members;
  3. to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation suitable qualified coaches and coaching and ancillary gym facilities;
  4. to provide or supply food or drink as a social adjunct to the sporting purposes of the Club.

1. CLUB PREMISES

The Club premises are at 23 Town Street Duffield, Belper,Derbyshire.The freehold land is held by Duffield Sports Club Limited.

1. CONSTITUTION AND BYELAWS

The Club shall have a Constitution and Byelaws drawn up by the Committee.Every member shall be bound by and submit to the Constitution and Byelaws of the Club, the Committee having the sole right of interpretation.The Constitution may be rescinded, altered or added to at a General Meeting. The Byelaws may be rescinded, altered or added to by the Committee as they consider necessary for the well -being of the Club.

1. MANAGEMENT
   1. Management of the of the funds and affairs of the Club shall be vested in the Officers and the Committee.

5.2 The Committee shall from time to time appoint

from its number such sub-committees as it considers necessary and may delegate to them such other 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.

5.3 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 or contracts for services.The Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the members.

5.4 Subject always to clause 15.1 the Committee shall

have power to authorise the payment of remuneration and expenses to any officer, member of the Committee, member or employee of the Club and to any other person or persons for services rendered to the Club.

5.5 The financial transactions of the Club shall be recorded in such manner as the Committee thinks fit by the Treasurer.

5.6 Full accounts of the financial affairs of the Club shall be prepared each year.The accounts must be made available to every member at or before the Annual General Meeting .

1. OFFICERS AND COMMITTEE
   1. The officers of the Club shall be a President, a Secretary and a Treasurer who shall be elected by the Committee.
   2. The Committee shall consist of a minimum of 8 members to include the officers of the Club, with power to co-opt additional members, and select an elected Chairperson from amongst their number.They shall hold office from the time of their election until the end of the next Annual General Meeting.Nominations shall be made in writing to the Secretary not less than seven days prior to the Annual General Meeting.
   3. Five members shall form a quorum and any decision shall be reached by a simple majority, with the Chairperson holding a casting vote.
   4. A retiring member of the Committee may be re-elected.
2. MEETINGS
   1. Committee meetings shall be held as often as the Committee thinks fit.
   2. An Annual General Meeting of the Club shall be held at such time as the Committee shall decide on 21 days notice to receive a report of the activities of the Club of the previous year, to receive and consider the accounts of the Club for the previous year, to elect the Officers and members of the Committee, and to deal with any matters which the Committee desires to bring before the membership.
   3. An Extraordinary Meeting may be called at the discretion of the Committee on 21 days notice or within 21 days of a written request signed by 20 members stating the purpose for which the meeting is required and the resolutions proposed.
   4. Notice of General Meetings, giving the time , date , and business shall be sent to all members over eighteen years.
   5. Only full, restricted , and All-inclusive gym members over eighteen years attending the meeting shall be entitled to vote thereat.
3. MEMBERSHIP
   1. A candidate for membership shall complete and submit an appropriate application form to the Club, which shall be processed by the Membership Secretary. The candidate shall be deemed to be a member when elected by the Committee and on payment of the entry fee and subscription required.
   2. No person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.
   3. The number of members will be determined by the Committee by reference to the limitation of available facilities.
4. SUBSCRIPTIONS
   1. Subscriptions shall fall due twelve months from joining or from renewal of membership whichever shall be the case. Members who have not paid within 7 days will be issued with a reminder.If the subscription remains unpaid the Membership Secretary shall report to the Committee who may terminate the membership. The Committee may,at its discretion, impose a levy for late payment.
   2. Membership fees will be set annually and agreed by the Committee provided that the Committee shall use its reasonable endeavours that the fees set by it do not preclude membership of the Club.
5. GUESTS/VISITORS
   1. A member may introduce a guest/visitor to the Club on payment of the appropriate fee. All guests/visitors, playing or non-playing, and members’ names ,must be entered in the Visitors Book on entry to the Club.
   2. No guest/visitor may attend as a playing guest/visitor on more than three occasions in any year ending 31st August.
6. EXPULSION
   1. The Committee shall have power to expel a member when, in their opinion, which shall be final, it would not be in the interests of the Club for that person to remain a member if:-
      1. they shall commit a serious breach or series of persistent breaches of the regulations or byelaws of the Club and /or
      2. they shall behave in any way that is inconsistent with the best interests of the Club or act in any manner contrary to the good faith which ought to be observed between members and/or
      3. they shall behave in such a way likely to the bring the Club into disrepute.
   2. A member shall be given 14 days written notice of the meeting of the Committee at which the member’s expulsion shall be considered and written details of the complaint made against the member.
   3. The member shall be given an opportunity to make written representations to the Committee prior to the meeting of the Committee at which the member’s expulsion is to be considered.
   4. The Committee may exclude the member from the Club’s premises until the meeting considering the member’s expulsion has been held.

1. RESIGNATION

A member may withdraw from membership of the Cub on written notice to the Club.The membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the member to comply or to continue to comply with any condition set out in these regulations.

1. EFFECT OF RESIGNATION OR EXPULSION
   1. Any person ceasing to be a member shall have no right to the return of any part of the subscription paid by that former member.
   2. The Committee may refund an appropriate part of a resigning member’s subscription if the Committee considers it appropriate taking account of all the circumstances.
2. USE OF THE CLUB

The Club facilities will normally be available between the hours as displayed on the Club’s website. Access to the Club may be made with a key fob which will be available to each member on becoming a member of the Club.The key fob will be cancelled in conjunction with the member ceasing to be a member of the Club. The key fob will remain the property of the Club and shall be returnable on cessation of membership.

1. THE CLUB

The Club is a non-profit making organisation.All profits and surpluses will be used to maintain or improve the Club’s facilities , and in furtherance of the Club’s objectives.No surplus will be distributed other than to another community amateur sports club for squash and racketball, and/or to the England Squash for use in community related squash and racketball initiatives and /or to a registered charitable organisation on winding up or dissolution of the Club.

1. BYELAWS

There are currently byelaws, which are displayed on the Club’s website, and made known to new members which define the various membership categories, regulate the use of the squash courts and gymnasium , and regulate the use of the car park.

1. PURCHASE AND SUPPLY OF LIQUOR AND PERMITTED HOURS
   1. Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Committee.
   2. No one may at any time receive at the expense of the Club or on any member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.
   3. No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person deriving directly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.
   4. The permitted hours for the supply of intoxicating liquor and provisions of regulated entertainment shall be as permitted by the Club’s Premises Licence.