

# CONSTITUTION OF YATELEY CRICKET AND HOCKEY ASSOCIATION

## 1. NAME

The organisation shall be known as the " Yateley Cricket & Hockey Association " hereinafter referred to as " The Association ", and represents the unification of Yateley Cricket Club and Yateley Hockey Club within one organisation to meet specific objectives.

## 2. OBJECT

The object of " The Association " shall be to promote the amateur sports of cricket and hockey in Yateley, Hampshire and the surrounding area and community participation in the same. The organisation is a non-profit making body.

## 3. PERMITTED MEANS OF ADVANCING THE OBJECT

The Executive Committee of "The Association" has the power to:

- 3.1 acquire and provide the grounds, equipment, coaching, training, transport, medical, clubhouse and other facilities for the playing of cricket and hockey and other related activities;
- 3.2 provide a responsible channel of communication and accountability in relation to the management and operation of the facilities to Yateley Cricket Club and Yateley Hockey Club (hereinafter called "The Clubs");
- 3.3 manage the best use and maintenance of the land and facilities that may be acquired or granted to "The Association" for the playing of cricket and hockey and any other activities;
- 3.4 regulate the joint use of the land and facilities for "The Clubs" but not to include the internal affairs of "The Clubs";
- 3.5 communicate with Yateley Town Council, Hart District Council, Hall Aggregates (South East ) Ltd. and other external bodies on all matters of common interest concerning the acquisition and management of the cricket and hockey facilities at Chandlers Lane;
- 3.6 take out any insurance for the premises, members, employees, contractors, players, guests and third parties;
- 3.7 raise funds by internal trading, running a licensed bar, appeals, subscriptions, loans and charges;

- 3.8 borrow money and give security for the same, and open bank accounts;
- 3.9 buy, lease or licence property and sell, let or otherwise dispose of the same;
- 3.10 make grants and loans and give guarantees and provide other benefits;
- 3.11 set aside funds for special purposes or as reserves;
- 3.12 invest funds in any lawful manner;
- 3.13 employ and engage staff and others and provide services;
- 3.14 co-operate with or affiliate to firstly any bodies regulating or organising the Sports and secondly any club or body involved with it and thirdly with government and related agencies;
- 3.15 do all other things reasonably necessary to advance the object;

Limitations:

The Income and Property of the Association shall be applied solely towards promoting the object as set forth in this constitution and no portion thereof shall be paid or transferred, directly or indirectly, to the members of the Association.

The Executive Committee has no authority over the separate constitutions of "The Clubs". This constitution is authorised only by the result of a free vote by the members of "The Clubs" at properly constituted General Meetings of their individual memberships. It can only be amended by the same procedure.

4. MEMBERSHIP

4.1 Membership of the Association shall be open to anyone interested in the constituent sports on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.

4.2 The Association may have different classes of membership and subscription on a non-discriminatory and fair basis. The allowable classes of membership are listed at Appendix 1. The Association will keep subscriptions at levels that will not pose a significant obstacle to people participating.

5 SUBSCRIPTIONS

5.1 Each "Club" will be required to pay, to the "Association", a management and usage charge, on such dates or at such intervals required by the Executive Committee of

the "Association". The "Executive Committee of the "Association" in accordance with clause 8.10(d) of this Constitution will determine such charge.

5.2 Subscriptions of Members of "The Clubs", as defined in Appendix 1, shall be paid by their respective "Club" or "Clubs". The Executive Committee shall determine the level of such subscriptions.

5.3 Affiliated organisations, corporate and associate members, (other than those defined in Appendix 1) shall pay an annual subscription as determined by the Executive Committee.

5.4 Subscriptions shall become payable within one month of the date determined by the Executive Committee.

5.5 Members whose subscriptions are not paid by the due date shall cease to be members from that date.

## 6 EXPULSION OR SUSPENSION OF MEMBERS

6.1 In the event that one or other of the "Clubs" fails to make any payment, by the date set by the Executive Committee of the Association under 5.1 above, then the Executive Committee of the "Association", after discussion with the "Club" concerned, may allow a period of grace. Such period shall not exceed 90 days from the date on which any such payment became late. Should the "Club" concerned, fail to fully discharge its financial obligation, to the "Association", by the expiration of the period of grace, together with any subsequent payments that have become due, then that "Club" and its membership shall cease to be members of the "Association". The other "Club" shall have the right to continue to conduct the affairs of the "Association" in any way it sees fit.

6.2 In the event that one of the "Clubs" be disbanded or fail to provide the required representation at Executive Committee Meetings on three or more consecutive occasions, then that "Club" shall cease to be members of the Association. The other Club shall have the right to continue to conduct the affairs of the "Association" in any way it sees fit.

6.3 The Executive Committee has the power to request any member of "The Association" to resign or terminate his membership or, if the request is refused to expel that member. Likewise the Executive Committee shall have the power to suspend any member of "The Association" for a period that the Executive Committee shall determine.

6.4 A simple majority of those members of the Executive Committee present at a properly constituted meeting shall be required to effect an expulsion or suspension under 6.3. Any member affected by the enforcement of 6.3 shall have right of appeal, within 14 days, to the Executive Committee of the Association.

6.5 Expulsion from the "Association" does not infer expulsion from the "Club" of which the individual is a member. However the Executive Committee of the "Association" would expect the support and co-operation of the "Club" in dealing with miscreants.

## 7 TRUSTEES

7.1 Responsibility for the long-term conduct of the affairs of "The Association" shall be vested in a Board of Trustees, of six in number who will be appointed in equal numbers by "The Clubs". A quorum of Trustees for any verbal or written advice issued to the Executive Committee shall be four in number.

7.2 The Clubs will have the right by a free vote of its membership at an Annual or General Meeting of its membership to replace one or more of its appointed Trustees, at any time.

7.3 The Trustees will negotiate and enter into the Lease or Agreement, with Yateley Town Council and or Hall Aggregates (South East) Ltd.

7.4 The Trustees will have no overall responsibility for the financial conduct of "The Association" and no financial liabilities except as stated in Clause 11.1. below.

## 8 EXECUTIVE COMMITTEE

8.1 The management of "The Association" will be vested in an Executive Committee not exceeding six members, who shall be appointed in equal numbers by "The Clubs" at their General Meetings.

8.2 Either "Club" may from time to time and at any time fill a casual or temporary vacancy amongst its nominated members on the Executive Committee by nominating another of its membership to fill the vacancy even if only for one Executive Committee meeting.

8.3 The Executive Committee shall elect its own Chairman, Vice Chairman, Hon Secretary and Hon Treasurer. The Chairman and Vice Chairman shall not be representatives of the same "Club".

8.4 The positions of Chairman and Vice Chairman shall alternate annually between "The Clubs".

8.5 All Executive Committee Members will be authorised signatories of "The Association" and form two panels, panel A those from Yateley Cricket Club, panel B from Yateley Hockey Club. All matters committing "The Association" to expenditure, i.e. contracts, orders, or the signing of cheques shall require two signatures, one from each panel.

8.6 For voting purposes, a quorum shall consist of four members. The resolution of questions arising at any meeting shall be determined by a simple majority in a free vote. In the event of a tied vote, the Chairman shall not have a second or casting vote and the motion or resolution shall be defeated and the status quo maintained. Should the matter in question be considered to be of such magnitude and that further discussion and debate is unlikely to give rise to a conclusion then the Executive Committee may refer the matter to the Executive Committees of each "Club" who may choose to instruct its "Association" representatives in a particular way. Should agreement still not be possible then the Executive Committee of "The Association" may refer the matter to an agreed arbiter whose decision shall be considered as binding.

8.7 The Executive Committee shall meet at a time and place decided by its members, provided it is at least six times a year. Any member of "The Association" may attend an Executive Committee meeting and raise any matter he may wish. He will have no voting power.

8.8 Unless there are exceptional circumstances, the Hon. Secretary shall give at least 14 days notice of a meeting. For the benefit of the membership the notice of such meeting will be publicly displayed at the clubhouse.

8.9 Previous minutes and the agenda shall be distributed to members of the Executive Committee and Secretaries of "The Clubs" by the Hon. Secretary of "The Association" at least 14 days before a meeting. Any Executive Committee member may raise any subject for discussion provided the Hon. Secretary has been given 21 days notice for it to be included on the agenda

8.10 The principal functions and powers of the Executive Committee shall be as described in Clause 3. In addition it shall:

- 8.10.1 determine and direct general policy to the mutual benefit of both "Clubs";
- 8.10.2 prepare and approve an annual budget of income and expenditure and its equitable apportionment between "The Clubs", and to submit the proposed budget to the "Clubs", prior to its submission to the Trustees for their approval;
- 8.10.3 manage and control the activities of "The Association" within the approved budget;
- 8.10.4 determine the apportionment of income and expenditure to be attributed to and met by "The Clubs" in line with b) above and to determine the policy by which the "Association" shall disburse or recover such income or expenditure to or from the "Clubs";
- 8.10.5 ensure that adequate Public Liability, Fire and Theft insurance policies are provided and maintained;
- 8.10.6 obtain and maintain a licence for the sale of intoxicating liquor;
- 8.10.7 ensure compliance with licensing laws, health and safety legislation and all other relevant legislation impinging on the activities of "The Association";
- 8.10.8 consider and approve, or not, applications for membership from organisations companies and individuals for affiliated, corporate or associate membership and to set the annual subscription for such membership;
- 8.10.9 maintain a complete and current register of membership;

- 8.10.10 ensure that the clubhouse, playing areas and surrounding land are properly maintained and secure; (Fences, ditches and the like are the responsibility of Yateley Town Council.)
- 8.10.11 consider and accept or not applications to hire the facilities and to set the hire rate;
- 8.10.12 co-opt members of "The Clubs" to form temporary or permanent committees to be charged with specific responsibilities, such as fund raising events, significant celebratory social events, maintenance of the ground and or building, or to produce reports to assist in decision making. Co-opted members shall have no voting rights outside of the committee on which they stand and are solely accountable to the Executive Committee for the specific responsibilities and duties stated above.
- 8.10.13 keep the Trustees regularly informed on the financial status of the "Association";
- 8.10.14 negotiate and enter into any contracts with third parties that it considers desirable or necessary in order to fulfil its obligations under this constitution.

## 9. ACCOUNTING PERIOD

- 9.1 The accounting period shall run from 1 January to 31 December each year.
- 9.2 The Executive Committee will prepare and issue within one month of the end of the accounting period a report detailing the financial performance over the past year and financial status of "The Association" at the end of the accounting period; its budget for the following year and a report of its activities during the year with proposed plans for the following year.
- 9.3 The reports referred to in 9.2 above will be given to the Secretaries of "The Clubs" in time for their Annual General Meetings and made available to any member on request and on payment of a fee determined by the Executive Committee.

## 10 EXCLUSION OF LIABILITY

- 10.1 Neither "The Association" nor any member of the Executive Committee shall be liable to any member or guest of a member for any loss or damage to any property from whatsoever cause, in or about "The Association" premises, nor for any injuries sustained by any member, guest of a member, guest of "The Association" or "The Clubs".

## 11 LIABILITIES OF THE TRUSTEES AND EXECUTIVE COMMITTEE

- 11.1 The liabilities of the Trustees and members of the Executive Committee are limited to the assets of "The Association".

## 12 BYE-LAWS AND REGULATIONS

12.1 The Executive Committee shall have the power to make bye-laws and regulations for matters and situations regulating the general conduct and affairs of "The Association", not covered by this constitution provided that the same are not inconsistent with this constitution. Such bye-laws and regulations shall have the agreement of the Executive Committees of both "Clubs" and shall be posted in the clubhouse at least 14 days prior to them coming into effect. The same shall be binding on all members. Any breach of such bye-laws or regulations may occasion steps being taken under 6. above.

13 WINDING UP THE ASSOCIATION

13.1 The members of both Clubs may vote to wind up the Association if not less than three quarters of those present and voting support that proposal at properly convened general meetings of the Clubs. 21 days notice must be given to members, in writing, before the meetings are convened.

13.2 The Executive Committee will then be responsible for the orderly winding up of the Association's affairs.

13.3 After settling all liabilities of the Association, the Committee shall dispose of the net assets remaining to one or more of the following:

13.3.1 to another Club with similar sports purposes which is a registered charity and/or

13.3.2 to another Club with similar sports purposes which is a registered CASC and/or

13.3.3 to the Club's governing body for use by them for related community sports.

Recorded on behalf of the constituent clubs:

**Yateley Cricket Club**

**Yateley Hockey Club**

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## APPENDIX 1 TO YATELEY CRICKET & HOCKEY ASSOCIATION CONSTITUTION - MEMBERSHIP

1. Membership categories are:
  - 1.1 Life and Founder Members of the Association, who by their generosity at the formation of the Association met the Financial criteria set by the Steering Committee
  - 1.2 Presidents, Vice Presidents, Life Members, Honorary, Corporate, and Associate Members of "The Clubs"
  - 1.3 Paid up Members of "The Clubs"
  - 1.4 Spouses of paid up members of "The Clubs", though this shall not entitle them to voting rights.
  - 1.5 Employees of Companies which, at the discretion of the Executive Committee of "The Association", have been granted Corporate Membership of "The Association".
  - 1.6 Paid up members of properly constituted sports or social organisations which, at the discretion of the Executive Committee of "The Association", have been granted Affiliated Membership of "The Association"
  - 1.7 Individuals who, at the discretion of the Executive Committee of "The Association", have been granted Associate Membership of "The Association".
  - 1.8 Members, officials and supporters of teams visiting "The Clubs" or "The Association" are temporary members for the day of the visit only.
  - 1.9 Members of organisations, groups and their guests, hiring the facilities are temporary members for the day of the hiring only.
2. The Hon. Secretary of "The Association" shall obtain from the Secretaries of "The Clubs" a complete list of names and addresses of the membership of "The Clubs ". Copies of these lists shall be maintained by the Secretary and be available in the clubhouse and constitute the membership of "The Association."
3. The Executive Committee shall enter into arrangements with any affiliated organisation to ensure a current list of its membership is maintained by the Hon. Secretary of "The Association" and that such details are available in the clubhouse and that the appropriate subscription has been paid.
4. Paid up members of affiliated organisations shall be entitled to use the facilities provided by the Association to the extent authorised by the Executive Committee. They shall have no entitlement to vote on any matter or be elected to any office.
5. The Executive Committee shall enter into arrangements with any corporate member to ensure a current list of its membership is maintained by the Hon. Secretary of "The Association"

and that such details are available in the clubhouse and that the appropriate subscription has been paid.

6 Paid up corporate members shall be entitled to use the facilities provided, by the Association, to the extent authorised by the Executive Committee. They shall have no entitlement to vote on any matter or be elected to any office.

7 A paid up associate member may enjoy the use of the clubhouse to the extent authorised by the Executive Committee, but shall have no entitlement to vote on any matter or be elected to any office.

8 The Executive Committee shall ensure that the Hon. Secretary of "The Association" maintains a current list of associate members and that such details are available in the clubhouse and that the appropriate subscription has been paid.

9 Any member of the Executive Committee, or an individual nominated by it, may seek proof of membership at any time. They may expel an individual if membership cannot be proven.

10 Members, officials and supporters of teams visiting the "Clubs" or "Association" shall be considered to be temporary members of the "Association" for the day of the visit only. As such they shall be entitled to enjoy the facilities provided by "The Association" to the extent authorised by the Executive Committee.

11 Members of organisations or groups hiring the facilities, and their guests, shall be considered as temporary members for the period of hire only. As such they shall be entitled to enjoy the facilities provided by the "Association" to the extent authorised by the Executive Committee.

12 Bona fide guests of members shall be considered to be temporary members for the day and as such shall be entitled to enjoy the facilities provided by the "Association" to the extent authorised by the Executive Committee provided that: -

12.1 The names and addresses of all guests and the name of the member signing them in shall be entered into a book maintained for that purpose which shall be kept on the premises.

12.2 No member shall be entitled to introduce more than three guests on any one occasion without the prior approval of the Executive Committee.

12.3 No member should introduce the same guest on more than four occasions in any one accounting year.