



DUFFIELD SQUASH AND RACKETBALL CLUB CONSTITUTION

Version control

Version Number	Date adopted	Change made	Date change made	Date changed adopted	Signed as adopted on behalf of the committee by: Name and signature
1.0	11.9.2019	New format and changes to paras 5.6, 6.2, 7.5, 8.1 & 9.1	11.9.2019	18.9.2019	
1.1A	03.08.2023	Changes to para 15 for CASC	03.08.2023		
1.1	19.09.2023	Formally issued	19.09.2023	19.09.2023	
1.2	30.11.2023	Changes to para 2 and para 8 as requested by HMRC letter dated 26.10.2023	30.11.2023		

This document will be reviewed 5 yearly, or sooner if changes are required

Date of next review: August 2024

1. NAME

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

2. OBJECTIVES

The main purposes of the club are to provide facilities for and to promote participation in the amateur sport of Squash and Racketball.

The objectives of the Club are principally to:

- 2.1 promote, encourage and facilitate the playing of squash and racketball, particularly in the area of Derbyshire and amongst the community.
- 2.2 maintain the Club premises for use by its members.
- 2.3 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.
- 2.4 provide or supply food or drink as a social adjunct to the sporting purposes of the Club.

3. CLUB PREMISES

The Club premises are at 23 Town Street Duffield, Belper, Derbyshire, DE56 4EH. The freehold land is held by Duffield Sports Club Limited.

4. 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.

- 4.1 The Constitution may be rescinded, altered or added to at a General Meeting.
- 4.2 The Byelaws may be rescinded, altered or added to by the Committee as they consider necessary for the wellbeing of the Club.

5. MANAGEMENT

- 5.1 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 5.1 the Committee shall have the 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.

6. OFFICERS AND COMMITTEE

- 6.1 The officers of the Club shall be a President, a Secretary and a Treasurer who shall be elected by the Committee.
- 6.2 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.
- 6.3 Five members shall form a quorum and any decision shall be reached by a simple majority, with the Chairperson holding a casting vote.
- 6.4 A retiring member of the Committee may be re-elected.

7. MEETINGS

- 7.1 Committee meetings shall be held as often as the Committee thinks fit.
- 7.2 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 for 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.
- 7.3 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.
- 7.4 Notice of General Meetings, giving the time, date and business shall be sent to all members over eighteen years.
- 7.5 Only full, restricted, and all-inclusive gym members over eighteen years attending the meeting shall be entitled to vote thereat.

8. MEMBERSHIP

- 8.1 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.

- 8.2 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.
- 8.3 The number of members will be determined by the Committee by reference to the limitation of available facilities.
- 8.4 Membership of the club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of Squash and Racketball.
- 8.5 The club may have different classes of membership and subscription on a non-discriminatory and fair basis. The club will keep subscriptions at levels that will not pose a significant obstacle to people participating.
- 8.6 The club committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or sport into disrepute. Appeal against refusal or removal may be made to the members.

9. SUBSCRIPTIONS

- 9.1 Subscriptions shall fall due on September 1st each year. Members joining partway through the term shall be charged pro rata. Members who have not paid by October 1st 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.
- 9.2 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.

10. GUESTS/VISITORS

- 10.1 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.
- 10.2 No guest/visitor may attend as a playing guest/visitor on more than three occasions in any year ending 31st August.

11. EXPULSION

- 11.1 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:
 - 11.1.1 they shall commit a serious breach or series of persistent breaches of the regulations or byelaws of the Club and /or
 - 11.1.2 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

- 11.1.3 they shall behave in such a way likely to bring the Club into disrepute.
- 11.2 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.
- 11.3 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.
- 11.4 The Committee may exclude the member from the Club's premises until the meeting considering the member's expulsion has been held.

12. RESIGNATION

A member may withdraw from membership of the Club 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.

13. EFFECT OF RESIGNATION OR EXPULSION

- 13.1 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.
- 13.2 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.
- 13.3 Any person ceasing to be a member should ensure that their MyCourts account is reduced to zero before leaving the club. No refunds will be issued by the club for any credits held by that former member. Former members' accounts will be deleted within 6 months of them leaving the club.

14. 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.

15. 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 income or assets will be distributed to members or third parties.

Upon dissolution of the club any remaining assets shall be given or transferred to another registered Community Amateur Sports Club (CASC), a registered charitable organisation, or a sport's governing body, for use in community sport.

16. BYELAWS

The club has a number of byelaws that define the various membership categories, regulate the use of the squash courts and gymnasium, and regulate the use of the car park. These are displayed on the Club's website and made known to new members.

17. PURCHASE AND SUPPLY OF LIQUOR AND PERMITTED HOURS

- 17.1 Purchase for the Club and supply by the Club of intoxicating liquor must be in the absolute discretion of the Committee.
- 17.2 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.
- 17.3 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.
- 17.4 The permitted hours for the supply of intoxicating liquor and provisions of regulated entertainment shall be as permitted by the Club's Premises Licence.