

# **The Southdown Sports Club**

## **Constitution & Rules**

**September 2021**

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## **1. Name and premises**

- 1.1 The name of the Club shall be The Southdown Sports Club, Lewes, incorporating the Southdown Tennis Club, Lewes Hockey Club and Lewes Squash Club
- 1.2 The Club premises shall consist of a clubhouse with a reception area, bar, kitchen, changing rooms, office, squash courts, fitness room, function & committee rooms, outdoor tennis courts, 2 indoor tennis courts, hockey pitch, netball and multi sport courts and car park, located at the southern end of Cockshut Road, off Southover High Street, Lewes.
- 1.3 The Club is registered as a Community Amateur Sports Club.

## **2. Definitions**

- 2.1 "The Club" means the Southdown Sports Club;  
"The Chairman" means the person elected to be the Chairman of the Club in accordance with Rule 6;  
"The Treasurer" means the person elected to be the Treasurer of the Club;  
"The Council" means the committee elected to manage the Club;  
"The Members" mean the Members of the Club admitted in accordance with Rule 5;  
"The Club Manager" means the person employed by, and responsible to, the Club Council to manage the Club's staff and the day-to-day operations and projects of the club;  
"The Trustees" mean the persons appointed from time to time to be the trustees of the Club in accordance with Rule 9.  
"General Meeting" means either an Annual or Extraordinary meeting.
- 2.2 Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender;

## **3. Status**

- 3.1 The Club is a non-profit making organisation with any surplus income or gain being used to maintain or improve the Club's facilities and in furtherance of the Club's objects. On winding-up or dissolution of the Club no surplus will be distributed other than to another community amateur sports club providing similar facilities to the Club for use in community related initiatives, or to a registered charitable organisation.
- 3.2 Nothing in Clause 3.1 shall prevent the Club from entering an agreement with a Member for the supply by him to the Club of goods or services or for his employment by the Club, provided that such arrangements are approved by the Council (without the member being present) and are agreed with the Member on an arm's length basis.
- 3.3 It shall consist of those classes of the membership specified in Rule 5.2.
- 3.4 No member shall be paid a salary, bonus, fee or other remuneration for playing for the Club other than in accordance with the Community Amateur Sports Club Regulations.

## **4. Objects**

4.1 The primary objects of the Club shall be:-

- a) To provide facilities for and generally to promote, encourage and facilitate the playing of hockey, squash, and tennis together with the use of the gym/fitness facilities and the netball court for the mutual benefit of all the Members and amongst the community;
- b) To provide and maintain a clubhouse for the use of the Members and to sell or supply food or drink as a social adjunct to the sporting purposes of the Club;
- c) To provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, insurance, first aid treatment and post-match refreshments;
- d) To affiliate to the governing bodies of each of the club sports (e.g. Lawn Tennis Association, England Squash, England Hockey) and to comply with and uphold the Rules and Regulations of those governing bodies as amended from time to time and rules and regulations of any body to which the governing bodies are affiliated;
- e) To make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- f) to acquire, establish, own, operate and turn to account in any way for the Members' benefit the facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- g) To do all such other things as the Council thinks fit to further the interest of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Rule 4.

## **5. Membership**

### **5.1 Eligibility for Membership**

- 5.1.1 Persons of either sex are eligible for full membership of the Club provided they are at least 18 years old. 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.
- 5.1.2 Persons below the age of 18 and those with N class membership (see 5.2) may be elected as Members without the right to hold office or vote at General Meetings.

### **5.2 Classes of Membership:-**

- A. Platinum Sports - Over 18 - full individual membership of all sections
- B. Platinum Sports Family - Two adults plus children under 18 - membership of all Sections
- C. Individual Tennis - Over 18 - individual membership of the Tennis Section
- D. Family Tennis - Two adults plus children under 18 - membership of the Tennis Section
- E. Off-peak Tennis - Over 18 - limited membership of the Tennis Section
- F. Individual Squash - Over 18 - individual membership of the Squash Section
- G. Individual Hockey - Over 18 - individual membership of the Hockey Section

- H. Individual Gym - Over 18 - individual membership of the Gym Section
- I. Under 21 / Student - Membership of all Sections
- J. Junior - Age 12 to 17 - membership of all Sections
- K. Puma - Age under 12 - membership of all Sections
- L. Leisure - Over 18 - social membership with no right to use of playing facilities
- M. Honorary Members - persons who have performed valuable service to the Club or their respective sport who have been elected to honorary membership. Such Members shall be entitled to all privileges of ordinary membership but shall be relieved of all liability to pay subscriptions.
- N Limited Members - such classes of membership as the Council shall from time to time determine such as members entitled to use of the Club overflow car parking facilities.

### **5.3 Admission of members**

- 5.3.1 Membership of the Club and acceptance of these rules by the Member will be deemed to constitute consent to the Club holding the relevant personal data for the Data Protection Act 1998.
- 5.3.2 Members are responsible for notifying the Club Manager of any change of address, contact details or any other personal information (e.g. special needs) held by the Club.

### **5.4 Subscriptions**

- 5.4.1 All new and existing Members shall pay such Annual Subscriptions as may be recommended by the Council and approved at an Annual or Extraordinary General Meeting provided that the Council shall use its best endeavors to ensure that the fees set by it do not preclude membership of the Club. The annual subscription shall be payable on 1<sup>st</sup> September for all Classes of Member.
- 5.4.3 Although the annual subscription is payable in advance of the respective sports season, Members may at the discretion of the Club Council be given the option of paying by Direct Debit. The number and amount of each instalment shall be determined annually by the Council with a view to recovering any expenses incurred in administration of the particular scheme used.
- 5.4.4 Any Member elected more than two months after the beginning of the subscription year for that particular section shall pay a subscription calculated on a pro rata basis.
- 5.4.5 No new Member shall be entitled to the privileges of membership until he has paid his first annual subscription.

### **5.5 Resignation**

- 5.5.1 Any Member wishing to resign must give one month's notice in writing to the Club Manager and shall be held liable for all the arrears due at the date of such notice. 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 of membership set out in these Rules.

### **5.6 Conduct of Members and Staff**

5.6.1 Members and staff shall follow Club rules, policies, procedures and Codes of Practice/Conduct. Any discipline, suspension or expulsion of Members must be undertaken in accordance with the Club's Disciplinary Procedures for Members and for staff as applicable.

## **5.7 Expulsion**

5.7.1 The Council shall have power to expel a Member when, in its opinion, it would not be in the interests of the sport or of the Club for him to remain a Member.

5.7.2 A Member shall not be expelled unless he is given 14 days' written notice of the meeting of the Council at which his expulsion shall be considered and written details of the complaint made against him.

5.7.3 The Member shall be given an opportunity to make written representations and/or to appear before the Council and at any such meeting to be accompanied by a representative or friend, who may answer complaints made against the Member and to cross-examine any witnesses on behalf of the Member. The Member must not be expelled unless at least two-thirds of the Council then present vote in favour of his expulsion.

5.7.4 The Council may exclude the Member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt the member shall be entitled to attend that meeting for the purpose of making representations.

5.7.5 Any person ceasing to be a Member forfeits all right to any claim upon the Club, its property and its funds and has no right to the return of any part of his subscription. The Council may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

## **6. President, Vice Presidents and Club Council**

6.1 There shall be a President and Vice Presidents of the Club.

6.2 The Officers of the Club shall be the Club Council members comprising the Chairman, Treasurer, Chairman of Tennis, Chairman of Hockey, Chairman of Squash, Buildings & Grounds Club Liaison Representative, and Food, Beverage and Social Club Liaison Representative.

6.3 The President, the Vice-Presidents, the Chairman, the Treasurer, the Buildings & Grounds Club Liaison Representative, and the Food, Beverage and Social Club Liaison Representative shall be elected at each Annual General Meeting of the Club. Nominations for election of these Officers of the Club must be made in writing to the Club Manager at least 14 days prior to the AGM. Nominations can only be made by a Club member entitled to vote at the AGM and shall:

- a) identify the individual nominated for a specified post
- b) confirm his/her willingness to stand for election
- c) indicate the name of those proposing and seconding the nomination

No member may be nominated for more than one vacant post. In the event that there is more than one nomination for any vacant post, then a ballot shall be held and the person elected shall be the nominee receiving the highest number of votes. In the event of a tie, then the Chairman/President shall have a casting vote. Persons elected shall hold office until the next Annual General Meeting when they shall retire but shall be eligible for re-election. The Chairman of each of the Tennis, Squash and Hockey Sections is to be elected at the Section Annual General Meeting.

- 6.4 Voting for the election of the President, Vice Presidents and Council Members shall be by ballot. If there is only one candidate nominated for any particular vacancy that candidate shall be declared elected unopposed.

## **7. Management**

- 7.1 The affairs of the Club, except in those matters reserved under these rules for the Club in General Meetings, shall be managed by the Council in accordance with these rules. The Council shall have the power to appoint, pay, and dismiss a Club Manager and such other employees as they may deem necessary. The Council shall delegate the responsibility for the general management of the club to the Club Manager under their overall control. The Club Manager may be invited to meetings of the Club Council, at their discretion, but is not eligible to vote.
- 7.2 There shall be a Buildings and Grounds representative who can form a sub-committee as required, responsible for all repairs, maintenance, cleaning and alteration to the Club grounds and buildings. This Committee shall consist of a Chairman together with a representative from each of the section committees and the Club Manager.
- 7.3 There shall be a social representative who can form a sub-committee as required. This Committee shall consist of a Chairman together with a representative from each of the section committees and the Club Manager.
- 7.4 There shall be a Hockey Section Committee, a Squash Section Committee and a Tennis Section Committee to control and organise the playing of hockey, squash and tennis. The Council shall be responsible for ensuring the viability of each section. Each Committee shall consist of its Chairman plus a minimum of four and a maximum of ten Members to be elected at the respective Section General Meetings. Voting for the election of Committee Members shall be by ballot. If there is only one candidate nominated for any particular vacancy that candidate shall be declared elected unopposed. These Section General Meetings are to be held annually; the Tennis in September, October or November and the Hockey and Squash in April or May. The Club Manager will be responsible for the organisation and operation of the Gym Section and the Netball court.
- 7.5 The Council and all Committees shall have power to co-opt as many members as required for special reasons or to appoint Members to fill casual vacancies or to fulfil a specific need until the next Annual General Meeting when that person shall be eligible for election. Co-opted Members shall be entitled to vote at meetings.
- 7.6 A member of the Council shall be deemed to have vacated office if he:
- a) is, or may be, suffering from mental disorder; or
  - b) resigns his office by due notice to the Club; or
  - c) shall without sufficient reason for more than three consecutive meetings of the Council have been absent without permission of the Council and the Council resolves that his office be vacated; or
  - d) is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of any of the sport governing bodies to which the Club is affiliated.
  - e) is requested to resign by not less than two-thirds of the other Council members acting together.

## **8. Proceedings of the Club Council**

- 8.1 The Council meetings shall be held as often as the Council thinks fit, with the aim to have no less than 10 meetings each year. The quorum for the Council shall not be less than four Members. The Chairman of the Club shall have discretion to call emergency meetings of the Council and shall give all the members of the Council not less than 7 days' notice of a meeting.
- 8.2 The Chairman of the Club shall preside at all meetings of the Council at which he is present. In his absence the Council shall elect a Chairman for that meeting only. The Club Manager, when invited, shall take the minutes of all the meetings of the Council. In the Club Manager's absence, the meeting shall appoint one of its number to take the minutes.
- 8.3 The Chairman and Treasurer of the Club shall be ex-officio members of all committees.
- 8.4 Decisions of the Council shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.
- 8.5 The Council may, by issuing of Byelaws, manage the Club's affairs to any extent and degree which is not inconsistent with these or Section rules.
- 8.6 The Council may from time to time appoint from among its number such sub-committees as it considers necessary and may delegate to them such of the powers and duties of the Council as the Council may determine. All sub-committees shall periodically report their proceedings to the Council and shall conduct their business in accordance with the directions of the Council.
- 8.7 The Council shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Council shall have power to enter into contracts for the purposes of the Club on behalf of all Members.
- 8.8 The members of the Council shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.

## **9 Trustees**

- 9.1 There shall be three Trustees of the Club to be appointed from time to time as necessary by the Club in General Meeting from among the Members who are willing to be so appointed. A Trustee shall hold office during his life, or until he shall resign by notice in writing given to the Council or until a resolution removing him from office shall be passed at a General Meeting by a majority comprising two-thirds of the Members present and voting.
- 9.2 All property of the Club including land and investments shall be held by the Trustees for the time being, in their own names so far as necessary and practicable, and for the use and benefit of the Club. On the death, resignation or removal from office of a Trustee the Council shall take steps to procure the appointment by the Club in General Meeting of a new Trustee in his place; and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after the said appointment. The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Council and shall have power to sell, lease, mortgage or pledge any Club property for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Council's directions. But no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.



## **10. General Meetings**

- 10.1 The Accounts of the Club shall be taken to the 31st December each year and the Annual General Meeting of the Club shall be held at such time as the Council shall decide to transact the following business: -
- a) to receive the Chairman's report of the activities of the Club during the previous year;
  - b) to receive and consider the Accounts of the Club for the previous year and to receive the Treasurer's report as to the financial position of the Club;
  - c) to elect the President, Vice Presidents, Officers and other members of the Council in accordance with Section 6 of these rules;
  - e) to decide on any resolution which may be duly submitted in accordance with Rule 10.2 below;
  - f) to deal with any other matters which the Council desires to bring before the membership.
- 10.2 Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Club Manager not less than 14 days before the meeting and no other business may be brought forward..
- 10.3 No period greater than fifteen months shall elapse between one Annual General Meeting and the next.
- 10.4 An Extraordinary General Meeting may be called at any time by the Council and shall be called within 21 days of receipt by the Club Manager of a requisition in writing signed by one fifth of the total number of Members entitled to attend and vote at a General Meeting, or twenty such Members (whichever is the less), such requisition stating the purpose for which the Meeting is required.
- 10.5 Twenty-one days' notice shall be given to Members of any General Meeting. The Agenda for the meeting detailing the resolutions proposed shall be sent to members 14 days before the meeting and no other business may be brought forward. Platinum Members, Platinum Family Members over age 18, Full Members, Honorary Members, Off-peak Tennis Members, Leisure Members and Student Members shall be entitled to be present and have one vote. Only those present at the meeting may vote. Junior Members, Puma Members and Limited Members may attend but not vote. In the case of equality of voting the Chairman of the General Meeting may have a second and casting vote. The notice of Meeting and the Agenda shall be in the form of a circular delivered directly to the members by their preferred method of correspondence and a notice prominently displayed in the Clubhouse.
- 10.6 At Annual and Extraordinary General Meetings 20 Members shall form a quorum. If a quorum is not present the meeting shall stand adjourned for one week and shall then be held whether a quorum is present or not.
- 10.7 These rules may be added to, repealed or amended at any General Meeting, provided written notice of any proposals is handed to the Club Manager at least 14 days before such Meeting and particulars thereof included in the Agenda of the notice of the Meeting.

## **11 Guests of Members**

- 11.1 Members may introduce and entertain guests at the Club and there shall be kept at the Club premises a guest book which both the member and guest shall sign at the time of introduction of the guest. Junior Members shall not introduce non-playing junior guests.
- 11.2 Unless agreed by the Club Council or Section Committees no Member may introduce more than three guests in one day and no person may be allowed to use the Club's sport facilities as a guest on more than six occasions in the same year.

No person whose membership of the Club has terminated under Rule 5 hereof, or whose application for membership has at any time been rejected, shall be admitted as a guest. The Council may suspend any Member who takes advantage of this rule to the detriment of the Club.

- 11.3 Members introducing guests under this rule must accompany them while they are on the Club premises and shall be responsible for the guests' behaviour throughout their visit. The Member shall be responsible for ensuring that all the guests comply with the Club rules whilst on the Club premises.
- 11.4 Details of the guest fees payable by visitors using the sporting facilities of the Club are available at the Club Reception desk.

## **12. Visitors**

- 12.1 Guests of any Member of the Club or the Club collectively, members of visiting sports team or individuals competing or taking part in events at the Club (e.g. tournaments, coaching programmes or holiday camps) and their respective parents and supporters or persons hiring the Club facilities on a temporary basis shall, on the day of any such event or hire, be permitted entry to Club premises without prior notice. In accordance with the provisions of the 2003 Licensing Act while on the Club premises, provided they are age 18 or over, they may purchase intoxicating liquor.
- 12.2 The Council reserves the right to refuse admission to any such visitor or supporter at their own absolute discretion.

## **13. Sale and Control of Intoxicants**

- 13.1 The sale and control of intoxicants at the Club must at all times comply with the Licensing Act 2003. This includes the holding of a Club Premises Certificate and prominent display of the summary.
- 13.2 The clubhouse shall be open on such days and at such times as the Council shall consider necessary for the requirements of the Club. Intoxicating liquor shall only be supplied during such hours subject to the provisions of the Club Premises Certificate issued under the Licensing Act 2003.
- 13.3 The supply to the Club of intoxicating liquor and refreshments shall be under the control of the Club Council who shall arrange for the purchase thereof on behalf of the Club and of the supply thereof to Members at such prices and by such means as shall, as far as possible, prevent any loss or excessive profit accruing to the Club.
- 13.4 Visitors aged 18 or over shall be permitted to purchase drink for consumption on the premises where such visitors are the invited guests of some person or body utilising the whole or part of the Club premises for some social or sporting purpose by arrangement with the Council.
- 13.5 No intoxicating liquor shall be supplied for consumption off the Club premises except personally to a Member who is at the time on the Club premises.
- 13.6 Subject to subsection 13.4 hereof intoxicating liquor shall not be supplied except to Members, their guests and members of a visiting club.

## **14. Accounts & Finance**

- 14.1 All money payable to the Club shall be received by the person authorised by the Council to receive such money and shall be deposited in a bank account in the name of the Club. No sum shall be drawn from that account except by cheque signed by the Club Manager for amounts up to £5,000 and for amounts in excess of this sum by two signatories who shall be the Chairman and Treasurer.

Any money not required for immediate use may be invested as the Council in its discretion thinks fit.

- 14.2 Subject to Rule 17.4, 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 Member.
- 14.3 The Council shall have power to authorise the payment of remuneration and expenses to any officer, member of the Council, member or employee of the Club and to any other person or persons for services rendered to the Club.
- 14.4 The financial transactions of the Club shall be recorded in such manner as the Council thinks fit by the Treasurer.
- 14.5 The Treasurer shall cause to be kept such accurate and proper books of account as will enable him at every Annual General Meeting, or at such other time as may be required by the Council upon reasonable notice, to present to the Club a full and accurate report and statement concerning the finances of the Club. The Accounts will consist of an Income and Expenditure Account and Balance sheet for the year. These accounts shall be duly examined by an Independent Examiner. The accounts must be made available to every Member when notice concerning the Annual General Meeting is given
- 14.6 The Council may borrow a maximum total amount of £25,000 on behalf of the Club for the purposes of the Club from time to time at its own discretion and, with the sanction of a General Meeting, any further money above that sum.
- 14.7 When so borrowing the Council shall have power to raise in any way any sum or sums of money and to raise the repayment of any sum or sums of money in such manner on such terms and conditions as it thinks fit provided that in the event that the repayment of any sum or sums is to be secured in particular by mortgage of or charge upon, or by the issue of debentures charged upon all or any part of the property of the Club the grant of such security must be approved by the Club at a General Meeting.
- 14.8 The Council shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.
- 14.9 The Trustees shall, at the discretion of the Council, make such dispositions of the Club's property or any part thereof, and enter into and execute such agreements and instruments in relation thereto, as the Council may deem proper for giving security for such money and the interest payable thereon.
- 14.10 The property of the Club, other than cash at the bank, shall be vested in the Trustees. They shall deal with the property as directed by resolution of the Council and entry in the minute book shall be conclusive evidence of such a resolution.
- 14.11 The Trustees shall be indemnified by the Club and the Council shall pay all costs, losses and expenses which any such Trustee may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith as such Trustee in accordance with the instructions of the Council or of a General Meeting of the Club or otherwise in the discharge of his or their duties. The Council may give to any Trustee, who has incurred or may be about to incur any liability, at the request of or for the benefit of the Club such security by way of indemnity as may seem expedient.

## **15. The Grounds**

- 15.1 No alteration shall be made to the present status quo of the grounds without the approval at a general meeting.

## **16. Dissolution**

- 16.1 The Club shall be dissolved upon a resolution to that effect passed by a (three fourths) of those present and voting at a General Meeting of the Club called for the purpose under rule 10 hereof.
- 16.2 Following upon such a resolution, the Trustees shall take immediate steps to convert into money all property of the Club whatsoever, with power however to postpone or delay the conversion of any particular property as so directed by the General Meeting.
- 16.3 Out of the proceeds of such conversion, the Trustees shall discharge all debt and liabilities of the Club, including all expenses incidental to the said conversion.
- 16.4 All money or property remaining from the said conversion, following upon the discharge of all the debts and liabilities as aforesaid, shall be applied for approved sporting or charitable purposes, to comply with the legislation. In other words the assets must be given or transferred to another Community Amateur Sports Club, or registered charity or the Sports' Governing Body as agreed upon by the membership.

## **17. Disputes**

- 17.1 Any dispute arising out of, or not covered by these rules shall be referred to the Council whose decision shall be final.

## **18. Complaints**

- 18.1 All complaints shall be made in writing to the Club Manager who will address the complaint or pass it to the relevant Council/Committee Chairman for attention.

## **19. Miscellaneous**

- 19.1 The decision of the Council or any matter referred to it shall be final unless otherwise provided for in these rules.
- 19.2 All property left by Members and visitors on the Club premises shall be at the owner's risk.
- 19.3 Parents are responsible for keeping children under supervision whilst on the Club premises and for observing the Club's Code of Practice for Parents and Guardians which is available from the Club Office.
- 19.4 The Club Manager, Council and Committee members shall ensure that all Club services and activities comply with legal requirements and requirements of the governing bodies to which the Club is affiliated. The Club Manager shall keep up to date on all relevant legislation and ensure that all Club policies, procedures, documentation, Rules and Codes of Conduct are kept up to date and available in the Club Office and displayed as appropriate. The Club Manager shall ensure that the Council and Committee members, staff, Club members, parents, guardians, visitors and guests of the Club are informed of requirements as applicable.
- 19.5 No dogs shall be allowed in the kitchen or on any grassed area within the grounds. They will be allowed in other areas only if kept on a lead and under proper control.