

## **Mums on the Run Running Club Constitution 2015**

### **1. CLUB & COLOURS**

1.1 The name of the club is Mums on the Run Running Club (“the club”); established in February 2015. The club’s kit comprises a fluorescent yellow (high visibility) vest or long sleeve jacket or similar with the club name and sponsor logo printed on as well as the individuals name or nickname, to be supplied by the club from time to time;

1.2 The club is affiliated to England Athletics and the intention is that it will continue to remain so or to any successor governing body;

1.3 Members representing the club at competitive events are expected to wear the club’s colours whenever possible in order to promote the club; and will do so for training runs, team and other events where it is compulsory under the event rules of the appropriate governing body.

### **2. AIMS & OBJECTIVES**

2.1 Encouraging and promoting ladies only adult recreational and competitive running and related sporting and social activities amongst the local community in the B91 postal and surrounding areas especially targeting post natal Mums or Mums that were active prior to having children;

2.2 Fostering the enjoyment of running and the maintenance of personal good health and fitness for personal achievement, improvement and friendship;

2.3 Providing opportunities for running both on and off-road including track, the promotion of running and the maintenance of good health and fitness in the locality;

2.4 Representing the club in team events, affiliated leagues or other events and competitions;

2.5 The provision of running leadership, coaching, structured training, appropriate courses, competitive and social opportunities and facilities where appropriate and where funds allow;

2.6 The encouragement of members to play an active role in the club;

2.7 To do all such things as the Head Coach in their discretion thinks fit to further the interests and reputation of the club or which are incidental or conducive to the above including the making of gifts or grants to charities and analogous worthy local causes.

### **3. APPLICATION OF FUNDS**

3.1 The club is a non-profit distributing organisation. Surplus income or profits after maintaining prudent reserves are to be used to maintain or improve the club’s facilities or to further the club’s aims and objectives;

3.2 For the avoidance of doubt the club may sell and supply food, drink and related sports clothing and equipment, remunerate members for the bona fide provision of tangible goods and services for the benefit of the club provided that such arrangements are approved by the Head Coach, reimburse any member for reasonable and proper out of pocket expenses incurred on club business, insure against any liability which the Head Coach considers appropriate and pay for reasonable hospitality for visiting teams and guests;

3.3 No member, however, shall be remunerated for undertaking club duties or competing for or on behalf of the club;

3.4 The Head Coach 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.

#### **4. MEMBERSHIP**

4.1 Members must be amateurs as defined by UK Athletics and adults; that is aged 18 or over;

4.2 There is one class of membership, namely, ordinary, open to all without discrimination as defined in the Equality Act 2010 (apart from under 18s because of the club's insurance and other training/running leadership restrictions and males due to the nature of the club's objective);

4.3 The Head Coach has the power to create additional classes of membership if it wishes to do so in future;

4.4 Membership is not transferable;

4.5 Applicants for membership will need to complete a current club membership form published on the club's website and pay the annual membership fee or such proportion as is determined by the Head Coach. The annual membership fee will be fixed and payable by such date as shall be determined from time to time by the Head Coach;

4.6 Before a member can be active with the club a membership form must have been submitted to the Head Coach and the relevant fee paid for the current year. Members in arrears for more than 28 days from submission of a form or from notification of the annual fee being due may have their membership suspended by the Head Coach and will be unable to participate in the affairs or activities of the club until the proper payment is made;

4.7 By completion of a membership form the member shall be deemed to have agreed to abide by this constitution and any additional rules of the club published on its website as well as the appropriate rules and regulations, including the rules for competition, of UK Athletics, England Athletics and any other relevant or successor body;

4.8 Members have a continuing duty to inform the club, normally via the Head Coach, of changes of personal details of matters covered on their membership form including medical conditions which might impinge upon or be relevant to a member's fitness or running ability in circumstances where the club may owe the member a duty of care to take reasonable care for the member's safety;

4.9 The Head Coach will maintain a database of individual member details in accordance with the Data Protection Act 1998. This information will be treated as confidential and only used for compliance with any governing body rules or regulations, verification on entry for team events, affiliated leagues or other events or competitions, club records and rankings, the proper management of the club including club communications to the member and in circumstances where the club may owe the member a duty of care to take reasonable care for the member's safety;

4.10 Members will be assumed to be First Claim members under the rules for competition of UK Athletics, England Athletics and any other relevant or successor governing body. A member who is Second Claim must declare this on his club membership form initially or at the earliest opportunity to the membership secretary or the Head Coach;

4.11 Members may resign at any time by giving notice to the Head Coach but there is no legal entitlement to a refund of part or the entire membership fee. Membership

will cease immediately on the giving of such notice, upon death, upon the failure of the member to comply with any condition of membership set out in this constitution and when a member suspended for not paying the fee fails to do so within 96 days of the due date. The Head Coach also has the power to expel or suspend a member in accordance with the disciplinary procedures set out below. An ex-member forfeits all rights to and claims upon the club, its property and funds.

## **5. DISCIPLINARY PROCEDURES**

5.1 Any member who brings the club or its members into disrepute or who behaves in a way prejudicial to the aims and objectives or to the interests of the club or to its members or who is guilty of causing or permitting physical or mental abuse, harm, harassment, discrimination or defamation having any connection with the club or its members is liable to be disciplined by the Head Coach;

5.2 Such a member will be given at least 28 days' written notice of a meeting with the Head Coach for this purpose together with details of the alleged case against them. The Head Coach may suspend membership until the meeting has taken place. The member shall be required to attend the meeting together with one fellow independent member and any relevant witnesses to be heard in any defence or mitigation, but shall not be entitled to be present at the voting or take part in the proceedings other than as the Head Coach shall permit.

5.3 The Head Coach may caution, suspend or expel the member;

5.4 If so the member may appeal by giving notice to the Head Coach within 14 days of this decision by means of submissions in writing which will be considered by the Head Coach who will respond in writing within 21 days;

5.5 If the member is dissatisfied with the outcome of the appeal then after giving the Head Coach notice of such within 14 days after receiving the Head Coach's written response, the final resolution of the dispute will be by means of mediation by a sole mediator agreed by the parties and failing agreement by a sole mediator selected by UK Athletics, England Athletics or any other relevant or successor governing body.

## **6. CLUB HEAD COACH ("the Head Coach")**

6.1 The day to day Head Coach of the club is recognized as being Sarah Redshaw

## **7. HEAD COACH POWERS AND DUTIES**

7.1 Generally, to administer and manage the affairs of the club in order to achieve the aims and objectives above and in particular to:

7.2 organise club activities;

7.3 make club rules and regulations to permit its day to day operation provided that such may not supersede or contradict provisions of this constitution and must be transparent and published conspicuously on the club's website;

7.4 appoint any person or persons to accept and hold in trust for the club any specific property belonging to the club or in which it is interested.

7.5 make and give receipts, releases and other discharges for any amount payable to the club and for claims and demands of the club;

7.6 invest, place on deposit, administer and deal with any finances of the club not immediately required using any investments or securities which the Head Coach thinks fit;

7.7 issue, sign, draw, endorse, negotiate, transfer and assign all cheques, bills, drafts, promissory notes, securities and instruments, negotiable and non-negotiable to operate on the club's banking accounts;

7.8 maintain a bank current account which deals with club funds whether exclusively or non exclusively;

7.9 maintain up to date, accurate accounts of the finances of the club which shall be available to the members at any time;

7.10 enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name of and on behalf of the club as it may consider expedient;

7.11 pay all the costs and expenses of, and incidental to, any of the aforesaid matters and things;

7.12 determine how and by whom any such power shall be executed, operations effected and documents signed or things done;

7.13 nominate, delegate and assign specific tasks to officers or other members, whether or not they are already part of the Head Coach;

7.14 create additional classes of membership if it wishes to do so;

7.15 exercise any of the other powers granted to it under this constitution.

## **8 INTERPRETATION OF THE CLUB CONSTITUTION & RULES**

8.1 In the event of a dispute the Head Coach shall be the sole authority for the interpretation of this constitution and of any separate club rules and regulations. The decision of the Head Coach upon any questions of interpretation or upon any matter affecting the club and not provided for by the constitution, shall be final and binding on the members;

8.2 A resolution to change the constitution can only be passed by at least two thirds of members at a general meeting;

8.3 The burden of proof in respect of any matter will be on the balance of probabilities.

## **9 DISSOLUTION OF THE CLUB**

9.1 A resolution to dissolve the club or to amalgamate with another club can only be passed by at least two thirds of members at a general meeting and must include provision for the disposal of surplus property or funds. If successful the Head Coach shall proceed to realise the property of the club and discharge all its liabilities. Any property or funds remaining shall be paid to or distributed to another athletics or running club or a community amateur sports club for road running or athletics or to UK Athletics, England Athletics and any other relevant or successor governing body for use in community-related road running initiatives or to a charitable organisation having similar objects and affiliations, to be decided at the club's general meeting bringing about the dissolution or amalgamation.

## **10. NOTICE**

10.1 A reference in this constitution to notice required to be given by the club Head Coach shall be deemed given and received after having been sent by email or posted whether by hand or by first class post to the last known address of the member, alternatively, by conspicuous publication on the club's website;

10.2 Conversely notice from a member to the Head Coach shall be deemed given and received after having been sent by email or posted whether by hand or by first class post to the last known address of the appropriate member of the Head Coach, alternatively, in the event of electronic or other difficulty by posting a message conspicuously on the club's website;

10.3 For the avoidance of doubt, the notice shall be deemed given and received on

the same day that it is proved to have been sent or posted irrespective of when and/or whether it was received. Only in the event of the alleged recipient proving that it was not received and that a serious injustice would otherwise result will the notice be considered invalid;

10.4 Time for giving notice is to be calculated on the basis of clear days so that the day of giving the notice and the day of the relevant action or event are excluded from the calculation. Weekends and bank or other holidays are included. For example giving at least 14 days' notice of an action or event under this constitution due on say the 20th of the month requires that notice must be given at latest by the 5th;

10.5 It is the duty of the Head Coach to ensure that their current working email addresses are conspicuously published on the club's website and that the website is maintained in proper working order insofar as it is reasonably practicable to do so.

## **11. COMING INTO FORCE**

11.1 This constitution will come into force on 01<sup>st</sup> February 2015.