

# HERTS NITRO MODEL CLUB CONSTITUTION

Effective from 1 January 2007

## 1. Name

The Club, established at Westmill Farm, is called Herts Nitro Model Club ("the Club").

## 2. Definitions

2.1 "Chair of the Club" means the person elected from time to time to be the chair of the club / chair-person / chairman of the Club in accordance with rule 9;

"Vice Chair" means the person elected from time to time to be the vice-chair of the Club in accordance with rule 9;

"Treasurer" means the person elected from time to time to be the treasurer of the Club in accordance with rule 9;

"HNMC" means Herts Nitro Model Club;

"BRCA" means British Radio Car Association – the governing body of RC racing

"Management Committee" means the committee appointed under rule 9 to manage the Club;

"Members" means the members of the Club admitted from time to time to membership of the Club in accordance with rule 5;

"Trustees" means the persons appointed from time to time to be the trustees of the Club in accordance with rule 10.6:

"Subscription year" means a 12 month period for which annual subscriptions are payable beginning on 1st January in any year:

"Regulations" means the regulations established by the Management Committee from time to time for the racing of RC vehicles;

"Rules" means the rules of the Club in force from time to time;

"BRCA Disciplinary Code" means the disciplinary code of the BRCA in force from time to time;

"BRCA Rules" means the rules of the BRCA in force from time to time

2.2 Words denoting the singular number include the plural number and vice versa.

## 3. Objectives

The objectives of the Club are:

(a) to provide RC racing, social and other activities and generally to encourage and facilitate the running and racing of RC vehicles;

(b) to maintain Club premises at the Westmill Farm, Ware;

(c) to promote, improve, develop and support the interests of RC racing;

(d) to offer such other benefits to its members as it shall think fit;

(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 do all such other things as the Management Committee thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this rule 3.

## 4. Application of Surplus Funds

4.1 The Club is a non-profit-making organisation. All 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 in accordance with rule 21.3 on winding-up or dissolution of the Club.

4.2 Nothing in rule 4.1 shall prevent the Club from entering an agreement with a member for the supply by them to the Club of goods or services or for their employment by the Club, provided that such arrangements are approved by the Management Committee (without the member being present) and are agreed with the member on an arm's length basis.

## 5. Membership

5.1 Eligibility for membership – anyone is eligible for membership of the Club. 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.

5.2 Admission of Members. Any person who wishes to become a Member must submit an application in such form as the Management Committee shall decide. Every candidate for

membership shall be considered by the Management Committee, which shall, in its absolute discretion, decide whether to admit that candidate as a Member.

### 5.3 Classes of Members

5.3.1 There shall be the following classes of members for the Club:

Adult (being a member aged 16 or over at the start of the subscription year)

Junior (being a member aged under 16 years of age at the start of the subscription year)

Veteran (being aged 65 or over at the start of the subscription year)

5.3.2 All members shall be entitled to receive notice of and vote at general meetings.

5.3.3 All members shall be subject to the Rules and the Regulations of the Club.

5.3.4 The Management Committee shall be entitled to subdivide the membership classes into separate types for the purposes of determining subscription fees.

### 5.4 Subscriptions

5.4.1 The joining fee and annual subscription for each type of Member shall be determined from time to time by the Management Committee.

5.4.2 The Members shall pay any joining fee and annual subscription fee set by the Management Committee from time to time.

5.4.3 No candidate who has been elected a Member shall be entitled to the privileges of membership until they have paid the joining fee (if any) and their first annual subscription.

5.4.4 Membership privileges will cease on the first day of the new membership year for all members with unpaid membership renewals.

5.4.4 Any Member whose subscription is more than three months in arrears shall be deemed to have resigned their membership of the Club and any joining fee will be due prior to a new subscription.

### 5.5 BRCA condition

5.5.1 Each member agrees as a condition of membership:

(a) to have a valid BRCA subscription for the current membership year;

(b) to be bound by and subject to the Rules;

(c) to be bound by and subject to the BRCA Rules and the BRCA Disciplinary Code.

5.5.2 Rule 5.5.1 confers a benefit on the BRCA and, subject to the remaining provisions of this rule, is intended to be enforceable by the BRCA by virtue of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the members do not intend that any term of the Rules, apart from rule 5.5.1 should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

5.5.3 The Management Committee may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this rule.

## 6. Resignation

A Member may withdraw from membership of the Club at any time. Membership shall not be transferable in any event and shall cease immediately on death or dissolution of the club or on the failure of the Member to comply or to continue to comply with any condition of membership set out in the Rules.

## 7. Expulsion

7.1 The Management Committee 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 them to remain a Member.

7.2 A Member shall not be expelled unless they are given 14 days' written notice of the meeting of the Management Committee at which their expulsion shall be considered and written details of the complaint made against them.

7.3 The Member shall be given an opportunity to make written representations and/or to appear before the Management Committee 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 Management Committee then present vote in favour of their expulsion.

## 8. Effect of Resignation or Expulsion

Any person ceasing to be a Member forfeits all right to and claim upon the Club, its property and its funds and they have no right to the return of any part of their subscription.

## **9. The Management Committee**

9.1 The Club shall be managed by a Management Committee consisting of:

- (a) the Chair of the Club;
- (b) the Vice-Chair;
- (c) the Treasurer;
- (d) no more than 9 other Members elected annually at the annual general meeting

9.2 The Management Committee shall communicate to the Members each year the opportunity to nominate members to the Management Committee in the place of those retiring. Those persons proposed to be nominated as members of the Management Committee to fill any vacancies that have arisen must be nominated by any two Full Members in a form prescribed by the Management Committee and must be submitted to the Management Committee by such date as the Management Committee shall prescribe each year.

9.3 Any person nominated as a member of the Management Committee must be a Member of not less than 3 months standing.

9.4 If there is only one candidate nominated to fill any particular vacancy, that candidate shall be declared elected unopposed for that particular vacancy at the next annual general meeting. If there is more than one candidate for any particular vacancy there shall be an election at the annual general meeting for that position. In the event of a tie, the candidate to be elected shall (unless the candidates otherwise agree) be determined by lot.

9.5 The Management Committee shall be elected at the annual general meeting in each year, and subject to termination of office by resignation, removal or otherwise, the members remain in office until they or their successors are re-elected or elected (as the case may be) at the annual general meeting following their re-election or election (as the case may be).

9.7 The Management Committee may appoint any Member to fill any casual vacancy on the Management Committee until the next annual general meeting when that person shall retire but shall be eligible for re-election.

9.8 Retiring members of the Management Committee may be re-elected.

9.9 A member of the Management Committee shall be deemed to have vacated office if:

- (a) they are unable to perform their duties due to ill health (mentally or physically); or
- (b) they resign their office by notice to the Club; or
- (c) they shall without sufficient reason for more than three consecutive meetings of the Management Committee have been absent without agreement of the Management Committee and the Management Committee resolves that their office be vacated.

9.10 The Management Committee are not required to be a member of the BRCA should they be acting solely as part of the Management Committee without utilising the Club tracks.

9.11 The Club agrees that each member of the Management Committee will be required, as a condition of election or appointment, to agree to be bound by and subject to the Rules, the BRCA Rules and the BRCA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the BRCA and the Club can enforce any breach at its option and in its sole discretion.

## **10. Proceedings of the Management Committee**

10.1 Management Committee meetings shall be held as often as the Management Committee thinks fit. The quorum for such meetings shall be 4. The Chair of the Club and the Vice-Chair shall have discretion to call emergency meetings of the Management Committee if they consider it to be in the interests of the Club. The Chair of the Club shall give all the members of the Management Committee not less than 5 days' notice of a meeting.

10.2 The Chair of the Club shall be the Chair of the Management Committee. Unless they are unwilling to do so, the Chair of the Club shall preside at every meeting of the Management Committee at which they are present. But if there is no person holding that office, or if the Chair of the Club is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chair shall preside. If there is no Vice-Chair or if they are unwilling to preside, or if they are not present within five minutes after the time appointed for the meeting, the members of the Management Committee present may appoint one of their number to be Chair of the meeting.

10.3 Decisions of the Management Committee shall be made by a simple majority and in the event of an equality of votes the Chair of the Club (or the acting Chair of that meeting) shall have a casting or additional vote.

10.4 The Management Committee may from time to time appoint from among its number such subcommittees as it considers necessary and may delegate to them such of the powers and duties of the Management Committee as the Management Committee may determine. All sub-committees

shall periodically report their proceedings to the Management Committee and shall conduct their business in accordance with the directions of the Management Committee.

10.5 The Management Committee shall be responsible for the management of the Club and shall have power to enter into contracts for the purposes of the Club on behalf of all the Members.

10.6 The Management Committee may appoint Trustees, to hold office until death or resignation unless removed from office by a resolution of the Management Committee or by a resolution duly passed at a general meeting. The Chair of the Club from time to time is nominated as the person to appoint new Trustees within the meaning of Section 36 of the Trustee Act 1925. A new Trustee or new Trustees shall be nominated by resolution of the Management Committee and the Chair of the Club shall by deed duly appoint the person or persons so nominated as the new Trustee or Trustees of the Club and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing with the Club or the Committee in good faith be conclusive evidence of the fact so stated.

10.7 The number of Trustees shall not be more than four or less than two.

10.8 The members of the Management Committee 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.

10.9 The members of the Management Committee shall determine and publish the Regulations for the Club.

10.10 The members of the Management Committee have duty of care of safeguarding at the club and shall help maintain the club as a safe space for everyone.

## **11. Annual general meeting**

11.1 The annual general meeting of the Club shall be held at such time as the Management Committee shall decide each year to transact the following business:

- (a) to receive the Chair of the Club'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 members of the Management Committee;
- (d) to decide on any resolution which may be duly submitted in accordance with rule 11.2 below;
- (e) to deal with any other matters which the Management Committee desires to bring before the membership.

11.2 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Management Committee not less than 14 days before the meeting.

11.3 No period greater than fifteen months shall elapse between one annual general meeting and the next.

## **12. Extraordinary general meetings**

An extraordinary general meeting may be called at any time by the Management Committee and shall be called within 21 days of receipt by the Chair of the Club of a requisition in writing signed by not less than 5 Members stating the purposes for which the meeting is required and the resolutions proposed.

## **13. Procedures at the annual and extraordinary general meetings**

13.1 The Chair of the Club shall communicate written notice of the date of the general meeting at least 28 days before the meeting.

13.2 The quorum for the annual and extraordinary general meetings shall be 5 Members.

13.3 The Chair of the Club shall preside at all meetings of the Club but if they are not present within 15 minutes after the time appointed for the meeting or has signified their inability to be present at the meeting, the Members present may choose one of the other members of the Management Committee present to preside.

13.4 Each Adult Member present shall have one vote and resolutions shall be passed by a simple majority of those Members present and voting. In the event of an equality of votes the Chair of the meeting shall have a casting or additional vote

13.5 The Vice-Chair, or in their absence a member of the Management Committee, shall take minutes at annual and extraordinary general meetings.

## **14. Visitors**

14.1 Visitors are welcomed at the Club. Anyone spectating or attending the Club's premises (by

invitation of the Club) who is not a Member shall be a guest of the Management Committee, provided that no one whose application for membership has been declined or who has been expelled from the Club may be welcomed as a visitor.

14.2 All visitors will abide by the Rules of the Club.

14.3 The Management Committee shall have power to limit the number of occasions on which any visitor may be admitted in any calendar year.

### **15. Opening / Closure of Club premises**

Tracks are available for use between 10am and 5pm on each day or at such other times or for such other periods as the Management Committee shall decide. Tracks will be closed at such times that the Management Committee shall decide.

### **16. Alteration of the rules**

The Rules may be altered by resolution at an annual or extraordinary general meeting provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and voting at the general meeting, the notice of which contains particulars of the proposed alteration or addition.

### **17. Regulations and Standing Orders**

17.1 The Management Committee shall have power to make, repeal and amend such regulations and standing orders as it may from time to time consider necessary for the wellbeing of the Club. Such regulations and standing orders and any repeals or amendments to them shall have effect until set aside by the Management Committee.

17.2 The Club agrees that all visitors, so far as reasonably practicable, members and other persons using the facilities of the club will be required, as a condition of such use, to agree to be bound by and subject to the Rules, the BRCA Rules and the BRCA Disciplinary Code, such agreement to contain an express acknowledgement that the Contracts (Rights of Third Parties) Act 1999 applies and that the BRCA and the Club can enforce any breach at its option and in its sole discretion.

### **18. Finance**

18.1 All moneys payable to the Club shall be received by the person authorised by the Management Committee to receive such moneys and shall be deposited in a bank account in the name of the Club. Any moneys not required for immediate use may be invested as the Management Committee in its discretion thinks fit.

18.2 Subject to rule 21.3, 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.

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

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

18.5 Full accounts of the financial affairs of the Club shall be prepared each year. These accounts shall be duly examined by a financial examiner. The accounts must be made available to every Member when notice concerning the annual general meeting is given.

### **19. Borrowing**

19.1 The Management Committee may borrow a maximum total amount of £5,000 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.

19.2 When so borrowing the Management Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner and on such terms and conditions as it thinks fit.

19.3 The Management Committee shall have no power to pledge the personal liability of any Member for repayment of any sums so borrowed.

19.4 The Trustees shall, at the discretion of the Management Committee, 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 Management Committee may deem proper for giving security for such moneys and the interest payable thereon.

## **20. Property**

20.1 The property of the Club, other than cash at the bank, shall be vested in the Trustees or the Management Committee should the club not appoint any Trustees. They shall deal with the property as directed by resolution of the Management Committee and entry in the minute book shall be conclusive evidence of such a resolution.

20.2 The Trustees, or Management Committee if no Trustees are appointed, shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.

## **21. Dissolution**

21.1 A resolution to dissolve the Club shall be proposed only at an extraordinary general meeting and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.

21.2 The dissolution shall take effect from the date of the resolution and the members of the Management Committee shall be responsible for the winding-up of the assets and liabilities of the Club.

21.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be paid to or distributed to another non-profit making RC racing club or voluntary Organisation(s) having objects similar to those of the Club.