HJRFC

HILLHEAD JORDANHILL RUGBY FOOTBALL CLUB

CONSTITUTION

1. Name of the Club

1.1. The Club will be called "Hillhead Jordanhill Rugby Football Club" ("HJRFC" or "The Club"),

2. Structural Location of the Club

2.1. The Club will operate as a club within the aegis of Hillhead High School War Memorial Trust Ltd trading as Hillhead Sports Club ("the Trust"),
2.2. The address of the Club will be Hillhead Jordanhill RFC, Hillhead Sports Club, 32 Hughenden Road, Glasgow, G12 9XP.
2.3. The Club is constituted under the terms of the Constitution of the Trust.

3. The aims of the Club will be:

3.1. To promote the game of Rugby Union football ("rugby");
3.2. To provide for the Members of the Club (including their guests and visitors), playing and clubhouse facilities, and to supply them with services and facilities conducive or incidental to the Club in an efficient and cost effective manner having appropriate regard to the standards, traditions and ethos of the Club;
3.3. To develop and further enhance the reputation of the Club, and
3.4. To operate as a non-profit making body dedicated to the supply of rugby and rugby-related services.

4. Definitions and Interpretation

4.1. In this Constitution, the following expressions will have the following meanings given to them:

- "**The Constitution**" means the constitution of HJRFC as set out herein;
- "**The Club**" means HJRFC as governed by this Constitution;
- "**Member**" means an Ordinary Member, or a category thereof as the context requires, of HJRFC and The Trust;
- "**The Committee**" means the executive body of the Club which is constituted as per clause 6.1;
- "**Club Secretary**" means the person appointed to act as the Club Secretary from time to time in accordance with clause 6;
- "**General Meeting**" means an Annual General Meeting or a Special General Meeting;

- "**Annual General Meeting**" or "**AGM**" means the meeting of the Members convened and held as the Annual General Meeting of the Club pursuant to Clause 7 ;
- "**Special General Meeting**" means an exceptional meeting of the Members of the Club convened as per clause 7.2;
- "**Committee Meeting**" means any meeting of the Committee convened as per clauses 6.4 and 6.5;
- "**Policies**", "**Procedures**", "**Standing Orders**" or, "**Annexes**" mean Club organisational documents, in addition to and subordinate to The Constitution, which are drafted, revised and updated by the Committee from time to time.
- A "**Quorum**" shall be 20 ordinary Members entitled to attend and vote at a General Meeting.

4.2. Any reference to a "**clause**" is a reference to a clause of this Constitution.

5. Membership

5.1. Admission to and regulation of membership shall be at the discretion of the Committee, subject to the provisions of the remainder of this clause 5.

5.2. In order to become a member of the Club, a person must be a member of the Trust.

5.3. Any person desiring to be admitted to membership of the Club shall make application to the Committee in such manner as the Committee may from time to time determine. Membership of the Club is conditional upon membership of the Trust within a four week period from the date of approval of membership of the Club. Membership of the Club (and the Trust) is open to all applicants, regardless of gender, age, race, colour, nationality, ethnic origin, religion, disability, sexual orientation, political affiliation or any other like generic classification. All decisions to admit a member to the Club will have due regard to the Club's Equity Policy. Subject to the above, the Committee may approve or reject individual applications for membership for just cause, at their sole discretion. Membership rights attach only to Members of the Club.

5.4. A person whose application for admission to membership of the Club is rejected by the Committee may appeal such decision by notifying the Committee who shall put the matter to a General Meeting for it to be decided by a simple majority vote of Members in terms of Clause 7.5 at such duly convened meeting.

5.5. All Members will be entitled to attend and vote at any General Meeting and will be eligible for election to any office of the Club.

5.6. Any Member wishing to resign from membership will do so by intimating such resignation to the Club Secretary in writing. Failure to do this will result in the Member incurring any obligations of membership until such time as the Committee recognises the resignation.

5.7. Suspension of a Member:

5.7.1. The Committee will have power to suspend (for such period as may be appropriate in the circumstances) any Member whose conduct appears, in the opinion of the Committee, to endanger the reputation, character or interests of good order of the Club or who (whether knowingly or not) acts in breach or defiance of this Constitution, but only after having given the Member (if the Member so desires) an opportunity to make representations to the Committee in such form as the Committee may determine from time to time.

5.7.2. If any Member is suspended pursuant to this clause, that Member will automatically forfeit all rights and privileges of all membership of the Club during the period of suspension but will continue to be subject to the obligations of membership of the Club as imposed by this Constitution. Reinstatement of a suspended Member will only take place on the expiry of the period of suspension or the written notice of the Committee to the suspended Member lifting the suspension.

5.7.3. Typical examples of such acts that would cause a member to be suspended include but are not limited to:

- Vandalism of the Club's property, the clubhouse or property owned by any other club or business operating from the Clubhouse.
- Acts which have resulted in criminal charges whilst the member has been representing the Club or dressed in Club merchandise.
- The utterance of racial, ethnic or religious slurs whilst representing the Club or dressed in Club merchandise.

5.8. The Committee will have power to expel a Member on the same terms as are applicable to suspension in clause 5.7 above, save only that the rights, privileges and obligations of that Member will cease upon expulsion.

6. Management

6.1. The Committee Composition and Election:

6.1.1. The committee will comprise of Elected Office Bearers, Elected Committee Members; Other Committee Members; and Honorary President(s).

6.1.2. Elected office bearers, A President, two Vice Presidents, 1, a woman, to represent Women's Rugby and Interests and the other, a Man, for Men's Rugby; a Club Secretary; and a Treasurer to be elected at a General Meeting.

6.1.3. Elected Committee Members: Up to four Committee Members can be elected at a General Meeting.

6.1.4. Any Member can be a candidate for a single Elected Office Bearer position or Committee Member position. Candidacy shall be declared no later than three days prior to the general Meeting.

6.1.5. Appointed Committee Members: Other Committee Members, will complete the committee by appointment as the Committee may require from time to time and at the Committee's sole discretion.

6.1.6. Honorary President: The Committee will be empowered to appoint from time to time a person or persons who shall be designated "Honorary President(s)". The Honorary President(s) will be deemed to be a member of the Committee.

6.1.7. The Committee's roles and responsibilities will be in line with the aims of the Club and detailed in separate Procedures.

6.2. Each appointment will require to be passed by a majority of Members either at the General Meeting or by the Committee. Voting by proxy shall be allowed. In the event of an equality of votes, the Chair of the meeting will have the casting vote.

6.3. Removal of a Committee Member

6.3.1. A Committee Member can be removed from the Committee by a simple majority (51%) of the elected Committee Members. A Committee Member can only be removed if it can be shown that their conduct or lack of conduct has had a detrimental effect on the Committee's ability to fulfil the aims of the Club.

6.3.2. If the Committee Member who has been removed is an elected member, then a Special General Meeting must be called within 28 days of their removal to elect their replacement. The Committee can appoint a new Committee Member to replace the removed Member by a simple majority vote (51%).

6.4. Conflict of Interest

6.4.1. Any Member of the Committee who has, or may have, any direct or indirect interest in any contract, proposed contract or other matter relating to the Club's affairs must declare the nature of that interest and will not take part in any consideration or discussion of, or vote on, any question relating to that contract or matter.

6.4.2. Failure to declare any conflict of interest will result in a case for Committee Member removal (6.3).

7. Committee Meetings

7.1. The Committee will hold meetings periodically during the course of the year in order to ensure the proper discharge of its functions and responsibilities under this Constitution. The Committee will endeavour to meet at a minimum of once a month.

7.2. Each Member of Committee shall be given seven days' prior notice of Committee Meetings. The failure to give notice to a Member of the Committee, (having made reasonable efforts to do so,) will not invalidate any Committee Meeting held in that Member's absence.

7.3. Each member of Committee will have one vote at Committee Meetings. In the event of a tie, the Chair of the meeting will have an additional vote: a casting vote.

7.4. The Chair of the Committee Meeting will be the President of the Club. If the President is unable to attend then the President will appoint a suitable Chair for that meeting only.

7.5. The Minutes of any Committee Meeting shall be circulated to all members of the Committee after the meeting as soon as reasonably practicable.

7.6. Committee Meetings shall be open to members of the Club to sit and observe. Members of the Club have no voting rights at Committee Meetings. Notice of Committee Meetings shall be given to all members.

8. Powers of Committee

8.1. The Committee will be responsible for the management of the Club and will have all powers necessary for the full and efficient conduct of the affairs of the Club and the furtherance of the objects of the Club.

8.2. The Committee shall have the power to enact Annexes to this Constitution as it deems appropriate in order to advise Members and other users of the Club's facilities of:

a. The procedures governing the application for membership
b. The use of the Club's facilities
c. The conduct of Members using the Club's facilities and the regulation of visitors and guests of Members
d. The rules and procedures governing training and playing facilities.

In the event of a conflict between the provisions of this Constitution and the terms of the Annexes, the provisions of this Constitution will prevail;

8.3. The Committee shall have power to levy fees and subscriptions on the Members of the Club, on such terms and conditions as the Committee deems fit.

8.4. The Committee shall have the power make arrangements for the staffing of the Club and such other appointments as the Committee deems necessary from time to time, and to remunerate or reward any office bearers, if considered appropriate and ratified by a vote of the committee;

8.5. The Committee shall have the power to delegate such of its powers and authorities as it deems appropriate by the appointment of such individuals and/or sub-committees as it deems necessary, but subject to the Committee properly supervising the exercise of the powers and authorities so delegated;

8.6. The Committee shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Officers or employees of the Club including insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or powers;

8.7. The Committee shall have the responsibility to insure the Club, its property and assets as the Committee shall consider prudent and necessary;

8.8. The Committee shall have the power to accept any gift of money or property for any one or more of the aims of the Club;

8.9. The Committee shall have the power to borrow or raise money for the furtherance of the aims of the Club on such terms as the Committee may think fit, subject to the prior approval of the Members at a duly convened General Meeting, except in the case of short term borrowings for working capital purposes, which the Committee will have the power to incur on behalf of the Club; and

8.10. The Committee shall have the power to do all such other things as are in the opinion of the Committee necessary, or incidental or conducive to the attainment of the aims of the Club.

9. Books and Accounts

9.1. The Committee will ensure that proper books of account and records are kept to show the financial affairs and business of the Club.

9.2. The books and accounts of the Club will be subject to an independent review annually by a suitably qualified accountant.

9.3. Every Member must have access to a copy of the President's Report and Accounts of the Club at the Annual General Meeting.

10. General Meetings

10.1. The Annual General Meeting

10.1.1. One Annual General Meeting of the Club will take place typically during March to June of each calendar year.

The business of that meeting will include:

a. The presentation of the accounts of the Club as approved by the Committee and a discussion of those accounts;
b. The election of the Elected Office Bearers;
c. The election of the Elected Committee Members; and
d. The presentation of reports on the preceding season.

10.1.2. The location of the Annual General Meeting will be determined by the Committee.

10.1.3. All Members of the Club are entitled to attend and vote at the AGM unless they have been suspended by the Committee in accordance with Clause 5.8 of this constitution.

10.1.4. No business shall be transacted unless a Quorum of Members are present at the AGM at the time when the Chair proceeds to business. If such a Quorum is not present within half an hour from the time appointed for the meeting then the meeting shall be adjourned to another date, time and location that the Committee determines. An adjourned Annual General Meeting can be called outwith with the usual timeframe of March to June each calendar year.

10.1.5. The Chair of the meeting will be the President of the Club. If the President is unable to attend then the President shall appoint a Chair for that meeting only.

10.2. Special General Meetings

10.2.1. All general meetings other than Annual General Meetings shall be called a "Special General Meetings".

10.2.2. The Committee will have power to call a Special General Meeting at any time.

10.2.3. The location of the Special General Meeting will be determined by the Committee.

10.2.4. All members of the club are entitled to attend and vote at the meeting unless they have been suspended by the Committee in accordance with Clause 5.8 of this constitution.

10.2.5. No business shall be transacted unless a Quorum of members is present at the meeting at the time when the Chair proceeds to business. If such a quorum is not present within half an hour from the time appointed for the meeting then the meeting shall be adjourned to another date, time and location that the Committee determines.

10.2.6. The Chair of the meeting will be the President of the Club. If the President is unable to attend then the President shall appoint a Chair for that meeting only.

10.2.7. A Special General Meeting may also be called on a requisition of not less than 20 ordinary Members and stating in full the business to be transacted. In the event of failure by the Committee to call such a meeting within 21 days of receipt of such requisition, the requisitioning Members may, within a further 14 days, call the meeting themselves by giving 21 days' notice to the Members. Such requisitioning Members will be afforded appropriate access to Members contact details for this purpose. It will not be competent to call within 12 months a Members' Special General Meeting dealing with the same business raised at a previous Members' Special General Meeting.

11. Notice of Meetings

11.1. All members must be given at least twenty-one clear days' notice of the Annual General Meeting. The notice must include the time and date of the meeting and the general nature of the business to be transacted. The notice must state that the meeting is an Annual General Meeting.

11.2. All members must be given at least fourteen clear days' notice of any Special General Meeting. The notice must include the time and date of the meeting and the general nature of the business to be transacted.

11.3. All General Meetings of the Club will be called by written circular, to the last known address of each Member entitled to attend and vote at such Meetings or by electronic means,. This includes the use of social networking mediums such as Facebook and Twitter.

11.4. The accidental omission to give notice to, or the non-receipt of a notice by, any person entitled to receive notice of a General Meeting shall not invalidate the proceedings of that meeting (or any adjournment thereof) and any resolutions passed thereat.

11.5. Any period of notice specified for the holding of a Meeting shall exclude the day on which such notice is issued and the day on which the Meeting to which it refers is to be held.

12. Voting at General Meetings

12.1. Each Member will have one vote which may be exercised in person or by proxy.

12.2. The Chair will have one vote in his capacity as a Member and an additional deciding vote in the event of a tie: a casting vote.

12.3. Suspended members are not entitled to vote at any meetings.

12.4. The holder of a proxy on behalf of a Member will be entitled to exercise the vote of the proxy's appointer. If the proxy's appointer is present at the meeting, the vote of the proxy will not be counted. Any Member represented by a proxy shall be deemed to be present in person at a meeting and will count towards any Quorum for that meeting.

12.5. All resolutions must be passed by a majority vote. A majority vote will be 51% of the members present and proxy's who are entitled to vote. A vote will be conducted via a show of hands. If the resolution is of a sensitive nature, the Committee can decide to hold an anonymous ballot.

13. Form of Proxy

13.1. A member wishing to appoint a Proxy must do so in writing. The document must be signed and dated no later than twenty-four hours prior to the meeting and specify the General Meeting it is valid for. The proxy need not be a Member of the Club. The document appointing a proxy shall be deposited with the Chair prior to the start of the Meeting.

13.2. A Member, or non member, can only act as a Proxy for one Member.

14. Indemnity of Committee Members

Each Member of the Committee of the Club shall be indemnified out of the funds of the Club against all costs, charges and expenses, losses and liabilities, properly incurred in the business and affairs of the Club, or in discharge of the duties of such persons, subject to the approval of the Committee.

15. Compliance with Constitution and Standing Orders

A copy of this Constitution and Standing Orders will be made available to each member. The members thereby submit to the restrictions and obligations imposed by this Constitution and Standing Orders. Each Member shall be bound by the Constitution and the Standing Orders of the Club. Subject thereto, each Member will be entitled to enjoy the rights and privileges of Members of the Club. A Member will not be relieved from the effect of this Constitution and the Standing Orders by claiming that the Member has not been provided with a copy. The acts or omissions of any guest of a Member shall be treated as an act or omission of that Member for the purposes of this constitution and the Standing Orders.

16. Alteration to Constitution

Alterations to this Constitution may be made only at an Annual General Meeting or a Special General Meeting. The circular calling such meeting will state the text of the proposed alteration in full. No provision of this constitution may be repealed or altered and no new provision may be introduced, except by a two thirds majority of the Members present in person or represented by proxy in terms of clause 13 at such a duly convened meeting.

17. Dissolution

If, upon the winding up or dissolution of the Club there remains after the satisfaction of all the Club's debts and liabilities any property whatsoever, the same shall be given or transferred to the Trust, failing which some other organisation or organisations having objects (that is, aims and activities) similar to the objects of the Club to be determined by the members of the Club by Resolution passed at a General meeting at or before the time of the dissolution.