

Greater Cambridge Athletics Network

Constitution

July 2009

1. Aim and Objectives

Aim of the Network

To provide excellent services and facilities, for coaches and all levels of athlete in the Greater Cambridge area, which are easily accessible and adopt best practice. Through this to increase the skills of coaches and their enjoyment, to increase the numbers of coaches and to increase participation in athletics and the retention of athletes in the sport.

Objectives of the Network

The objects of the Network are:

1. To provide facilities for athletics and generally to promote, encourage and facilitate athletics in Greater Cambridge and amongst the community;
2. To improve standards of coaching and increase the numbers of coaches available
3. To provide support services for coaches and athletes comparable to those in the best facilities world wide
4. To provide athlete development pathways for all athletes whatever their standard and to increase participation in athletics at all levels
5. To operate with a commitment to equal opportunities for all people who wish to take part in amateur athletics without discrimination on the basis of gender, ethnicity, religion, sexual orientation or any other irrelevant distinction and to provide support and facilities for people with disabilities in every way it can within its means
6. To obtain funding for the activities of the Network by collecting entrance fees, membership subscriptions, by obtaining sponsorship and other available funding
7. To comply with and uphold the Rules and Regulations of England Athletics, UKA and the IAAF as amended from time to time and the rules and regulations of any body to which UKA is affiliated
8. To make rules, regulations, bye-laws and standing orders concerning the operation of the Network including, without limitation, regulations concerning disciplinary procedures that may be taken against the Members
9. To discipline the Members where permitted by its rules/regulations and to refer Members to be disciplined by England Athletics or UKA

10. To do all such other things as the Network Steering Group thinks fit to further the interests of the Network or to be incidental or conducive to the attainment of all or any of the Network's objectives.

2. Membership

11. The Network should attempt to maximise membership from clubs within the greater Cambridge area, broadly defined, and to provide services and facilities for all wishing to participate in athletics from the area.
12. The following requirements will be expected of Members:
 - Affiliation to England Athletics, where the Member is an athletics club or individual
 - Involvement in athletics, broadly defined
 - Situated within Greater Cambridge – roughly a 20 mile radius from central Cambridge but defined in terms of socio-economic and geographic focus
 - Commitment to the Network's aims and objectives
 - Willingness to commit to furthering the outcomes of the Network, e.g. through membership of the Steering Group
 - Payment of the appropriate membership fee
13. Individual membership. In the longer term the network should set up opportunities for individuals, who may not be members of local clubs, to take advantage of network services and facilities for an appropriate fee(s).
14. Higher claim membership. The higher claim rules should be taken up with UK Athletics to ensure they do not work against network membership from small or putative clubs.

Composite teams

15. The network should consider entering composite teams into competitions where this is appropriate and permitted.

Member subscription

16. A membership subscription, initially £50 per year, shall be levied to ensure commitment and participation from Members, and to contribute to the long-term financial sustainability of the Network.
17. The annual subscription shall be determined from time to time by the Network Steering Group provided that the Network Steering Group shall ensure that the fees set by it do not preclude open membership of the Network.

Resignation

18. A Member may withdraw from membership of the Network on one month's clear notice to the Network. 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.
19. In line with the rules of the sport, the Network will only accept a resignation when satisfied that the Member has cleared any debt owed to the Network.
20. The Member intending to resign should ensure that they comply with the eligibility process of the sport in the event that they wish to join another affiliated Athletics Network.

Welfare and disciplinary matters

21. The Network will adopt the current welfare and disciplinary procedures of England Athletics.

Effect of Resignation or Expulsion

22. Upon resignation, or expulsion, a Member forfeits all rights in relation to and claims upon the Network, its property and its funds and he has no right to the return of any part of the subscription. The Management Committee may refund an appropriate part of a resigning Member's subscription if it considers it appropriate, taking account of all the circumstances.

3. Management of the Network

23. Overall responsibility for the Network rests with the Network Steering Group which comprises one member from each Network organisation plus a treasurer. A small Management Committee, of no more than four members, shall take responsibility for the day-to-day management of the Network.
24. The Network Steering Group shall decide how members may be nominated to be members of the Management Committee.
25. Individual Network organisations will decide who should be their representatives on the Network Steering Group. The Network Steering Group will appoint the Treasurer and Chair to serve for one year. Both posts are reappointable. The Chair may be reappointed up to a maximum of three years.
26. Network Steering Group meetings shall be held as often as the Network Steering Group thinks fit provided that there shall not be less than four meetings each year.
27. Decisions of the Network Steering Group shall be made by a simple majority and, in the event of an equality of votes, the Chair shall have a casting or additional vote.
28. The Management Committee shall be responsible for the management of the Network and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Network. The Management Committee shall have power to enter into contracts for the purposes of the Network on behalf of all the Members.

Alteration of the rules

29. These rules may be altered by resolution at a meeting of the Network Steering Group provided that the resolution shall not be passed unless carried by a majority of at least two-thirds of the Members present and voting.
30. Notice of any such resolution proposed to be moved at a meeting of the Network Steering Group shall be given in writing not less than 28 days before the meeting.

4. Finance

31. All monies payable to the Network shall be received by the person authorised by the Management Committee to receive such monies and shall be deposited in a bank account in the name of the Network. No sum shall be drawn from that account except by cheque signed by two of the three signatories who shall be the Chairman, Treasurer and a third member of the Network Steering Group appointed by the Network Steering Group. Any monies not required for immediate use may be invested as the Management Committee thinks fit.
32. The income and property of the Network shall be applied only in furtherance of the objects of the Network and no part thereof shall be paid by way of bonus, dividend or profit to any Member.
33. The Management Committee shall have power to authorise the payment of remuneration and expenses to any Officer, member of the Network Steering Group, Member or employee of the Network and to any other person or persons for services rendered to the Network, provided that any payment to any officer of the Network shall comply with paragraph 39.
34. The financial transactions of the Network shall be recorded, in such manner as the Management Committee thinks fit, by the Treasurer.
35. Full accounts of the financial affairs of the Network shall be prepared each year. These accounts shall be duly audited by the auditors.

Application of Surplus Funds

36. The Network is a non-profit-distributing organisation. All surpluses will be used to maintain or improve the Network's facilities and in furtherance of the Network's objects. No surplus will be distributed other than to an athletics club or Network for athletics or to a charitable organisation, on winding-up or dissolution of the Network.
37. Nothing in the previous paragraph shall prevent the Network from entering an agreement with a Member for his or her employment by the Network, 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. If a Member is to be employed by the Network and the person concerned is also a member of the Management Committee, any remuneration, salary, fees or benefit in money or money's worth paid to such Member (or someone connected to him or her) by the Network for discharging his or her duties must:
 - be fixed having regard to the current remuneration of officers in comparable posts

- not exceed the general market rate for officers providing comparable services
 - not to any extent be determined by, or conditional upon, the profits or losses derived from some or all of the activities of the Network or by reference to the level of the Network's gross income from some or all of its activities.
38. Nothing herein shall prevent the Network from entering an agreement with a Member for the supply of goods or services to the Network, nor prevent any payment in good faith by the Network:
- of interest on money lent by a Member or its officers at a commercial rate of interest
 - to any officer, committee or sub-committee member of reasonable and proper out-of-pocket expenses
 - of reasonable and proper rent for premises demised or let by any Member or by any officer
 - of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the officers (or any of them) in relation to the Network.
39. No Member shall be paid a salary, bonus, fee or other remuneration for competing for the Network.

14. Dissolution

40. A resolution to dissolve the Network shall be proposed only at a meeting of the Network Steering Group and shall be passed only if carried by a majority of at least three-quarters of the Members present and voting.
41. 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 Network.
42. Any property remaining after the discharge of the debts and liabilities of the Network shall be used for community-related athletics initiatives or a charity.