



“FOILED AGAIN” – A DERBYSHIRE BASED FENCING CLUB

CONSTITUTION

adopted on 12th July 2007.....

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Clause A: Name

The name of the club is **“FOILED AGAIN”** (Herein called “The Club”)

Clause B: Administration

Subject to the matters set out below the Club and its property shall be administered and managed in accordance with this constitution by the members of the Committee, constituted by clause I of this constitution (“the Executive Committee”)



Clause C: Objects

The Club is established to promote Fencing as a sport using the weapons foil, epee and sabre, in which fencers from all backgrounds can enjoy themselves and experience personal advancement by testing their fencing skills against other fencers within an atmosphere that is professionally administrated and exercises due concern for safety. The Club shall ensure duty of care to all members of the club and provide all its services in a way that is fair to everyone.

- **Mission Statement:** The Club shall provide a professionally administrated and coached opportunity for fencers from different backgrounds to develop their own skills using the weapons the club endorses. The achievement awards laid down by the British Fencing Association shall be the models for this development. The club shall provide an atmosphere that is free from harassment upon any grounds, including but not limited to race, gender, status, economic background, sexual orientation and disability. The club will offer regular opportunities for its members and attendees to practice their skills under the supervision of suitably trained and qualified coaching staff.
- Foiled Again is committed to ensuring that equality is incorporated across all aspects of its development. In doing so it acknowledges and adopts the following Sport England definition of sports equality:

Sports equality is about fairness in sport, equality of access, recognising inequalities and taking steps to address them. It is about changing the culture and structure of sport to ensure it becomes equally accessible to everyone in society.

- Foiled Again respects the rights, dignity and worth of every person and will treat everyone within the context of their sport, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.
- Foiled Again is committed to everyone having the right to enjoy their sport in an environment free of intimidation, harassment and abuse.
- All club members have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
- Foiled Again will deal with any incident of discriminatory behaviour seriously, according to club disciplinary procedures.



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Clause D: Powers

In furtherance of the objects but not otherwise the Executive Committee may exercise the following:

- (i) power to raise funds and to invite and receive contributions provided that in raising funds the Executive Committee shall conform to any relevant requirements of the law.
- (ii) power to buy, take on lease or in exchange any property necessary for the achievement of the objects and to maintain and equip it for use.
- (iii) power subject to any consents required by law to sell, lease or dispose of all or any part of the property of the Club
- (iv) power to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar purposes and to exchange information and advice with them, in full accordance with the Data Protection Act.
- (v) power to establish or support any charitable trusts, associations or institutions formed for all or any of the objects.
- (vi) power to do all such other lawful things as are necessary for the achievement of the objects.

Clause E: Membership (Attendance)

Membership of The Club shall be open to any person over the age of 8 years. A parent/guardian must accompany all children aged 8 – 13 years.

Members shall be appointed and endorsed by the Executive Committee in writing.

The Secretary of the club shall retain a list of active members.

Every eligible member (members that have turned 18 years of age no less than 6 months prior to the AGM and have been in regular and frequent attendance of 3 out of every 4 possible sessions at the club) shall have one vote **for each motion under discussion** at General Meetings of the Club, provided that they have been in regular attendance at club meetings / training sessions for a period of not less than three months prior to the meeting, having paid the appropriate fees (See Clause N). Exceptions to this rule can only be made with written notification of special circumstances.



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The Executive Committee may, by majority vote and for good reason, terminate the membership of any individual provided that the individual concerned shall have the right to be heard by the Executive Committee accompanied by a witness before a final decision is made.

Should a member of the club fail to attend meetings / practice sessions regularly for a period of not less than three months, then their name shall automatically be transferred from the list of active members to a list of inactive members.

Inactive members shall not be entitled to vote at General Meetings.

Fencers / Members may be permanently excluded from attendance at the club by a Majority vote of the Executive Committee if it is felt that their behaviour contravenes the clubs goals set out in Clause C (Above) or that their behaviour is violent, abusive or antisocial or dangerous. If such behaviour occurs the member shall first be given a written warning that such behaviour should stop. Failure to comply will result in exclusion.

Fencers / Members may be permanently excluded from attendance at the club by the Coach at a fencing training session if, in their considered opinion, he/she feels that their behaviour contravenes the clubs goals set out in Clause C (Above) or that their behaviour is violent, abusive or antisocial. If such behaviour occurs the member shall first be given a written warning that such behaviour should stop. Failure to comply will result in exclusion.

Examples of inappropriate behaviour are as follows:

Deliberate Aggressiveness with the intention to injure, physically or verbally intimidate another person attending the club.

Verbal abuse: Swearing, shouting, making racial comments, making inappropriate sexual suggestions or comments.

Making inappropriate physical sexual advances to another person attending the club

The coach shall then, in writing advise the Executive Committee of this action taken and the circumstances thereof prior to the Club's next training session / meeting.

Excluded members may be re-admitted if they are prepared to sign a Good Conduct agreement prepared by the Executive Committee and abide by its requirements.

Clause F: Membership (Health and Safety)

Members and Fencers shall supply and volunteer any relevant health information, which may affect their safety or health by **completing the Health**



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and Safety Form to the Coach prior to commencing fencing with the club. Should the Members / Fencers health circumstances change in any way which may affect their health or safety while fencing with the club then they shall notify the Coach prior to their next fencing session, training and/or meeting.

In the event that the Coach or fencer determines that the fencer is affected by serious or life threatening health problems; then the fencer will need to supply a copy of a note from their G.P. which states that they are fit and able to participate in this sport.

The club will not be held responsible for any injury or harm sustained to a member / fencer, if that fencer / member has not volunteered or withheld any information regarding their own health or safety that may affect their own health or safety when fencing.

The Club secretary shall retain all such information in writing. The club will control this information lawfully and shall not disseminate any personal details to any third party with the following exceptions – when formally requested by public bodies such as the Police Service or Crown Prosecution Service or Coroner's Court. The Executive Committee may disclose this information as appropriate if it is felt that the individual is a danger to themselves or others.

The Club shall publish a Fencer's Code For Safety and Conduct, which shall reflect the B.F.A's requirements for safe conduct while at a fencing session.

Prior to an individual's first session at the club, they shall be given a copy of the Fencer's Code For Safety and Conduct in writing and the Coach shall ensure that they have understood its contents before they may fence at the club.

Clause G: President / Chair

At a General Meeting of The Club hereinafter mentioned, The Club shall elect a Chair to hold office for a period of 12 months.

The Chair shall be a member of the Executive Committee and may serve as the Moderator of General Meetings and of the Executive Committee;

At any General Meeting of The Club or Executive Committee Meeting where the salary and/or expenses of the Chair are discussed and voted upon the Chair shall take no part in the discussion and shall not vote and shall withdraw from the meeting during such discussion and voting;

The Chair of the Club may receive and retain any reasonable remuneration paid to him or her in respect of their employment by the Club; provided that he or she withdraws from any meeting whilst their appointment, remuneration or



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other terms of employment of any other employee or employees, which might affect him or her, are being discussed.

Any petition to remove the Chair must be received by the Secretary of The Club.

Clause H: Named Officers

At the annual general meeting of The Club the members shall elect from amongst themselves; a chair, a secretary and a treasurer and other officers, who shall hold office from the conclusion of that meeting, until the next AGM or if removed as the result of an emergency general meeting.

Clause I: Executive Committee

(1) The Executive Committee shall consist of not less than three members nor more than six members being:

Chair
Secretary
Treasurer
Up to Three Committee Members

(2) The Executive Committee may co-opt not more than three additional members. Each appointment of a co-opted member shall be made at a special meeting of the Executive Committee and shall take effect from the end of that meeting unless the appointment is to fill a place which has not then been vacated in which case the appointment shall run from the date when the post becomes vacant.

(3) The members of the Executive Committee shall be elected at the Annual General meeting of the Club in accordance with Clause R hereof.

(4) Elections to the Executive Committee shall be for a term of one year.

(5) The proceedings of the Executive Committee shall not be invalidated by any vacancy among their numbers or by any failure to appoint or any defect in the appointment or qualification of a member. A period of one month's notice shall be given for Candidates to be nominated and the club shall elect new officers.

(6) Nobody shall be appointed as a member of the Executive Committee who is aged under 18 or who would if appointed be disqualified under the provisions of the following clause.



(7) No person shall be entitled to act as a member of the Executive Committee whether on a first or on any subsequent entry into office until after signing in the minute book of the Executive Committee a declaration of acceptance and of willingness to act in the best interests of the Club.

Clause J: Determination of Membership of Executive Committee

A member of the Executive Committee shall cease to hold office if he or she:

becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

is absent without the permission of the Executive Committee from all their meetings held within a period of six months and the Executive Committee resolve that his or her office be vacated; or

notifies to the Executive Committee a wish to resign giving a period of four weeks written notice.

Clause K: Members of the Executive Committee not to be Personally Interested

No member shall acquire any interest in property belonging to the Club (otherwise than as a trustee for the Club) or receive remuneration or be interested (otherwise than as a member of the Executive Committee) in any contract entered into by the Executive Committee.

Clause L: Meetings and Procedures of the Executive Committee

(1) The Executive Committee shall hold at least two ordinary meetings each year. The date and time of an ordinary meeting is to be made known to all members of the committee in writing, not less than 7 days in advance. A special meeting may be called at any time by the chair or by any two members of the Executive Committee upon not less than 4 days notice being given to other members of the Executive Committee of the matters to be discussed.

(2) The President / Chair shall act as chair at meetings of the Executive Committee. If the chair is absent from any meeting, the members of the Executive Committee present shall choose one of their numbers to be chair of the meeting before any other business is transacted.

(3) There shall be a quorum when at least three of the Executive Committee are present at a meeting.

(4) Every matter shall be determined by a majority of votes of the members of the Executive Committee present and voting on the question but in the case



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of equality of votes the chair of the meeting shall have a second or casting vote.

(5) The Executive Committee shall keep minutes, in books kept for the purpose, of the proceedings at meetings of the Executive Committee and any sub-committee.

(6) The Executive Committee may from time to time make and alter rules for the conduct of their business, the summoning and conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with this constitution.

(7) The Executive Committee may appoint one or more sub-committees consisting of two or more members of the Executive Committee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Executive Committee would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committee shall be fully and promptly reported to the Executive Committee.

Clause M: Receipts and Expenditure

(1) The funds of the Club, including all donations, contributions and bequests, shall be paid into an account operated by the Executive Committee in the name of the Club at such bank as the Executive Committee shall from time to time decide. All cheques drawn on the account must be signed by at least two members of the Executive Committee. The signatories for the Club accounts may not be related, either by marriage, birth, civil partnership or common-law cohabitation.

(2) The funds belonging to the Club shall be applied only in furthering the objects.

(3) The full accounts of the Club shall be made available to any eligible member (as defined in Clause E) upon request. The original accounts must be made available not less than seven (7) days from oral or written request.

Clause N: Subscriptions

For insurance purposes, all members of the club shall pay an annual subscription of either of the following

Social Club Membership Fee – this insures the Fencer while fencing at our own venue only.

Full BFA Membership Fee – This insures the fencer as in L1/B plus at national competitions.



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Coaches retained by the club shall be subject to the Full BFA Membership Fee.

The club shall also be empowered to charge the following fees

- Session Fee – to be paid for attendance at the club, to cover rent, heating etc.
- Kit Hire Fee – for hire and use of the clubs fencing equipment.

The rates and terms of these fees shall be published separately by the Executive Committee for the club and updated as appropriate by the Executive Committee or BFA. The rates and terms shall dictate the Club's current policy on appropriate discounts, which may be made for people who are unwaged or minors.

Clause O: Property

(1) Subject to the provisions of sub-clause (2) of this clause, the Executive Committee shall cause the title to:

- (a) all land held by or in trust for the Club
- (b) all investments held by or on behalf of the Club;

to be vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees. Holding trustees may be removed by the Executive Committee at their pleasure and shall act in accordance with the lawful directions of the Executive Committee. Provided they act only in accordance with the lawful directions of the Executive Committee, the holding trustees shall not be liable for the acts and defaults of its members.

(2) If a corporation entitled to act as custodian trustee has not been appointed to hold the property of the Club, the Executive Committee may permit any investments held by or in trust for the Club to be held in the name of a clearing bank, trust corporation or any stockbroking company which is a member of the International Stock Exchange (or any subsidiary of any stockbroking company) as nominee for the Executive Committee, and may pay such a nominee reasonable and proper remuneration for acting as such.

All club equipment for the purposes of fencing and / or hire to members / fencers shall conform to the Club's Fencer's Code For Safety and Conduct. Any item, which does not conform to the Fencer's Code For Safety and Conduct, shall be removed from service and / or repaired at the clubs expense.

Clause P: Accounts



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The Executive Committee shall, as a whole, be responsible with regard to:

- (1) the keeping of accounting records for the Club;
- (2) the preparation of annual statements of account for the Club;
- (3) the auditing or independent examination of the statements of account of the Club; at a period agreed by majority vote of the membership; but not less than once in a 36 month period.

Clause Q: Annual Report

The Executive Committee shall for the purposes of good administration and transparent leadership, produce an annual report which shall be made available to the membership not less than 1 calendar month prior to the AGM.

Clause R: Annual General Meeting

- (1) There shall be an annual general meeting of the Club which shall be held in the month of **nnnnn** in each year or as soon as practicable thereafter.
- (2) Every annual general meeting shall be called by the Executive Committee. The secretary shall give at least 28 days' notice of the annual general meeting to all the members of the Club. All the active members of the Club shall be entitled to attend and vote at the meeting.
- (3) Before any other business is transacted at the first annual general meeting the persons present shall appoint a chair of the meeting. The chair shall be the chair of subsequent annual general meetings, but if he or she is not present, before any other business is transacted, the persons present shall appoint a chair of the meeting.
- (4) The Executive Committee shall present to each annual general meeting the report and accounts of the Club for the preceding year.
- (5) Nominations for the election to the Executive Committee must be made by members of the Club in writing and must be in the hands of the secretary of the Executive Committee at least 14 days before the annual general meeting. Should nominations exceed vacancies, election shall be by ballot.

Clause S: Special General Meeting

The Executive Committee may call a special general meeting of the Club at any time. A special meeting may also be called at any time by petition of at least 51% of the active members of the club with the date and time to be



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made known to all members of the committee and membership in writing, not less than 7 days in advance of the meeting.
The notice must state the business to be discussed.

Clause T: Procedure at General Meetings

(1) The secretary or other person specially appointed by the Executive Committee shall keep a full record of proceedings at every general meeting of the Club.

(2) There shall be a quorum when at least twenty per cent of the number of eligible members of the Club at the time of calling or ten eligible members of the Club, whichever is the greater, otherwise no motions may be voted or carried. Motions may be discussed without a quorum being present.

Clause U: Notices

Any notice required to be served on any member of the Club shall be in writing and shall be served by the secretary or the Executive Committee on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his or her last known address in the United Kingdom, and any letter so sent shall be deemed to have been received within ten days of posting.

Clause V: Alterations to the Constitution

(1) Subject to the following provisions of this clause the Constitution may be altered by a resolution passed by not less than two thirds of the members present and voting at a general meeting. The notice of the general meeting must include notice of the resolution, setting out the terms of the alteration proposed.

(2) The Executive Committee should send to the active members a copy of any amendment made under this clause, within a period not greater than 14 days.

Clause W: Dissolution

In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities shall not be paid or distributed amongst the members of the Club, but shall be given or transferred to one or more of the following approved sporting or charitable bodies:



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1. A registered charitable organisation(s).
2. Another Club which is a registered CASC
3. The sports national governing body for use by them for related community sports.

Clause X: Coaches and Tuition

Only coaches who have been nominated by the Executive Committee will be allowed to coach using the weapon(s) they are qualified to coach the use of. It is the policy of the Club to only nominate those coaches qualified by the British Fencing Association.

Coaches will be expected to supply proof of their qualifications and appropriate membership of the BFA. The Executive Committee will contact the BFA to confirm the authenticity of the coach's credentials, prior to the coach commencing coaching for the club.

No **Instructional** fencing will be allowed at any training session / meeting of the club without the presence of a BFA qualified coach.

Prior to any piece of Club equipment being made available for hire under the Kit Hire Fee, or supplied for use by a member / fencer it shall be inspected by the Coach to ensure its fitness for purpose and that it does not contravene the Club's Fencer's Code For Safety and Conduct.

All coaches whose services are retained by the club shall be consulted on, and in agreement with the contents of, prior to any publication of the Club's Fencer's Code For Safety and Conduct.

Clause Y: Adoption

This constitution was adopted on the date mentioned above by the persons whose signatures appear at the bottom of this document.

Signed

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