

CONSTITUTION OF WIMBLEDON RUGBY FOOTBALL CLUB

1. Title

1.1 The **Club** shall be known as Wimbledon Rugby Football Club, hereinafter to be referred to as the **Club**.

2. Aim

2.1 Principally to provide facilities for Rugby Union and to generally promote, encourage, and facilitate participation in the sport in the area surrounding the **Club** and amongst the community.

2.2 In particular, the provision and maintenance of a clubhouse, pavilion, equipment and playing fields and for the use of **Members** at or adjacent to Beverley Meads, Barham Road, Copse Hill, London SW20 0ET.

3. Description

3.1 The **Club** is a Members' Club.

4. Principal Officers and Executive Committee (EC)

4.1 The **Principal Officers** of the Club shall be the **Chair**, the **Secretary**, the **Treasurer**, the **Head of Rugby**, the **Chair of Youth**, the **Clubhouse Manager** and the **Commercial Manager**.

4.2 These **Principal Officers** must be proposed by a **Voting Member** and stand for election or re-election by the **Voting Members** in the **Annual General Meeting (AGM)**

4.3 Together these **Principal Officers** shall form the **EC** and shall be responsible for appointing other officers to the **EC** (including for example the **Club President**) and/or to create sub-committees made up of **Principal Officers** or others as they see fit to assist in the efficient running of the **Club**.

4.4 The **Club President** shall be proposed and seconded by members of the **EC** and shall be duly elected by the **EC**. The **Club President** role is honorary and whilst expected to attend the **EC** meetings from time to time is not entitled to vote on any issues or resolutions considered by the **EC**.

5. Membership

5.1 For the avoidance of doubt, membership is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the sport or the good conduct and interests 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 or political or other beliefs. A person may appeal against such decision by notifying the **EC** via the **Secretary** who shall put the matter to a meeting for it to be decided by a majority vote of the **EC** present and voting at such meeting.

5.2 The **Club** may have different classes of membership and subscription on a non-discriminatory basis. The **EC** may from time to time agree to amend the cost, start date and duration of subscriptions to be paid by the different categories of **Members** provided that the **EC** shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the Club.

5.3 Every **Member**, upon joining the **Club**, shall be entitled to the benefits and privileges of membership and agrees to be bound by this **Constitution** and to the **Club** holding and maintaining in electronic form of such personal details as supplied for such purposes as reasonably may be of benefit to the **Club**.

5.4 Any **Member** who wishes to renew membership may do so by paying a subscription fee decided upon by the **EC**. Every **Member** shall communicate to the **Secretary** or other designated person (e.g. the **Membership Secretary**) any change in contact details.

5.5 Any **Member** wishing to withdraw from the **Club** may give notice in writing of such intention to the **Secretary** or **Membership Secretary** at any time and such notice of resignation shall take effect immediately.

5.6 When a **Member** leaves the **Club** for any reason whatsoever, they shall not be entitled to a refund of the whole or any part of subscriptions paid or to bar fees (including on their Members Club Card) paid in advance.

5.7 Any **Member** who fails to pay the subscription shall be given notice of failure by the **Secretary** or other designated person, and if the subscription has not been paid within 28 days after the said notice the **EC** shall have power to terminate the individual's membership without prejudice to any other rights the **Club** may have in respect of unpaid subscriptions and other monies that may be owing to the **Club**. Any **Member** shall, when leaving the **Club**, pay to the **Club** any subscription or other monies which are owed to the **Club**.

5.8 The **EC** shall have the power to expel any **Member** who breaks the **Constitution** or general rules of the **Club** or whose conduct shall, in the opinion of the **EC** render them unfit for membership of the **Club**. Before any **Member** is expelled, the **Secretary** shall give at least seven days' notice in writing to attend a meeting of the **EC** or designated sub-committee and shall inform the **Member** of the complaints made against them. At such meeting, the **Member** shall be afforded the opportunity of appearing and answering such complaints and shall not be expelled unless at least two thirds of the **EC** or designated sub-committee then present vote in favour of expulsion.

5.9 Any person ceasing to be a **Member** shall forfeit all right to claim upon the **Club**, its property and/or its funds.

5.10 The **Club** has the following categories of **Members**:

5.10.1 **Playing Members**. All players in senior sides (including Walking Rugby and Under 22 age groups) representing the **Club** in competitive matches shall be deemed **Playing Members**.

5.10.2 **Mini and Youth Members**. All Under 18 and younger players, all parents and carers of Under 18 players and younger, all coaches and managers of Under 18 players and younger, with an associated annual membership fee are **Members** of the **Club**. For the avoidance of doubt, this shall include Netball and Inclusive sections of the **Club**.

5.10.3 **Social Members**. All non-playing members of the **Club** who pay the appropriate subscription rate shall be deemed **Social Members**.

5.10.4 **Vice-Presidents.** From time to time the **EC** in its sole discretion may for good reason award a **Member** a **Vice-President** status of the **Club**.

5.10.5 **Life Members.** An ordinary **Member** may be voted by the **EC** to become an honorary **Life Member**, as a reward for extraordinary contribution to the **Club**. An ordinary **Member** may also become a **Life Member** at any time after payment of his first annual subscription, by compounding into one payment all future subscriptions, and on doing so become a **Life Member** entitled to all the privileges of membership for life. The compounding fee shall be determined from time to time by the **EC**. **Life Membership** shall continue in perpetuity until death of the **Member** unless revoked under the provisions of this **Constitution**.

5.10.6 **Temporary Members.** Members of visiting teams, visiting team officials and supporters, and referees shall be made **Temporary Members** of the **Club** for the day of their visit.

6. Voting Members and Voting

6.1 The following shall be deemed **Voting Members**:

6.1.1 Playing Members

6.1.2 Two Members from each Mini and Youth and Girls Age Group Section, typically Head Coaches and Age Group Managers (though a section may choose to nominate an alternative **Member** as a **Voting Member**).

6.1.3 Two **Members** from the Netball section.

6.1.4 Two **Members** from the Inclusive section.

6.1.4 **Vice-Presidents** who have donated at or above the level of current **Walking Rugby** subscriptions, within the last 12 months prior to the **AGM** or **EGM** in which they wish to vote.

6.1.5 Life Members

6.2 For the avoidance of doubt, the following **Member** categories shall NOT be **Voting Members**

6.2.1 Social Members

6.2.2 Temporary Members

6.2.3 Other categories as shall be added from time to time that are not specified in this **Constitution** as **Voting Members**

6.3 In the event that a vote is likely to be close, the **EC** shall make sure that each attending **Voting Member** is allocated a voting card checking that the **Member** is a duly qualifying **Voting Member**.

6.4 **Voting Members** may request, which shall not be unreasonably denied, that any vote be conducted by secret ballot.

7. Trustees

7.1 **Trustees** shall be elected by the **EC** from time to time as needed. The property of the **Club** shall be vested in **Trustees**, except for cash which shall be under the control of the Treasurer. All deeds and documents in respect of dealings with the property of the **Club** purporting to be executed under the authority of the **Club** shall be executed by the **Trustees**.

7.2 All **Club** property vested in the **Trustees** shall be held upon trust for the **Members** and shall be retained, sold, leased, mortgaged or otherwise dealt with by the **Trustees** of the **Club** as the **EC** shall resolve. For the purposes of making such resolutions it shall be necessary for there to be a two thirds majority of those **Members** of the **EC** present at a meeting where this matter is on the agenda. In the event of there not being the requisite majority, an **EGM** shall be called within 21 days of the **EC's** failure to make a resolution upon this matter.

7.3 In favour of any non-member, a minute in writing produced by the **Trustees** and purporting to be a minute of a resolution of the **EC**, authenticated by the signature of the **Chair** or **Treasurer**, authorising any transaction concerning any property vested in the **Trustees** shall be conclusive evidence of the authority of the **Trustees** to effect the same, and payment to the **Trustees** by any non-member of any monies in respect of any transaction apparently authorised shall be a valid discharge of purchase thereof.

7.4 There shall be not less than two and not more than four **Trustees** of the **Club**.

7.5 **Trustees** may hold office until death or resignation or until removed from office by a resolution of the **EC**, voted by a majority of the **EC** present. Any **Trustee** may, by giving not less than 7 days' notice in writing to the **EC**, resign office, if there shall remain at least two **Trustees** in office when such notice takes effect.

7.6 If the **EC** deems it expedient, it will by resolution nominate a new **Trustee** to replace a **Trustee** who resigns, retires or dies.

7.7 Following the appointment of a new **Trustee** the **Secretary** will submit their name to London Borough of Merton for approval and will seek entry into covenants regarding the Lease.

7.8 The **Trustees** will be indemnified out of the assets of the **Club** and by the **Members** jointly and severally, against any liability, payment, or loss which they may incur, make or suffer by virtue of their office.

7.9 Documents, accounts, and receipts which the **Trustees** may request by notice in writing to the relevant **Principal Officer** concerned, with copy to the **Secretary**, shall be produced to them within a reasonable time.

8. Management

8.1 The management of the Club (except as otherwise provided by this **Constitution**) is deputed to the **EC**

8.2 The **EC** shall meet at least once in every month to examine the accounts and arrange the affairs of the Club.

8.3 The **EC** shall consist of the **Principal Officers** and up to 3 additional **Members**.

8.4 The **EC** may vote to appoint a person to fill any vacancy on the **EC** or to create a new role and vote to appoint a person during the year, up to a maximum of ten people on the **EC**.

8.5 The quorum at any **EC** meeting shall be 50% of serving **EC** members, rounded up.

8.6 **Principal Officers** may be removed from office by a resolution of the **EC** voted on by a two-thirds majority of the **EC** members (votes can be accepted by email or proxy). All other appointees may be removed from office by a resolution of the **EC** voted on by a simple majority.

8.7 Nomination of candidates for election as **Principal Officers** must be by a **Member** and must be submitted to the **Chair** or **Secretary**, at least seven days prior to the commencement of the **AGM** for election. The chair or secretary of the **AGM** shall however also be empowered to accept nominations at the **AGM**.

8.8 No person may be elected who is not present at the **AGM**, unless written notification of their willingness to be elected, duly signed, has been received by the Secretary at least seven days prior to the **AGM**.

8.9 The **EC** shall have the power to form sub-committees to consider and report upon such matters as it shall think fit, provided that:

8.9.1 at least one member of the **EC** shall sit on each sub-committee,

8.9.2 no recommendation of a sub-committee may be implemented without a resolution and vote of the **EC**

8.10 Minutes of all the proceedings of the **EC** and its sub-committees must be taken and must be open to inspection by any **Member** of the **Club** on application to the **Secretary**.

8.11 The **EC** may from time to time make, repeal and amend any **Club** rules pertaining to administrative or regulatory matters only, excluding fundamental changes to the **Constitution** as it thinks expedient for the management and wellbeing of the **Club**. Rule changes shall remain temporary until ratification or repeal by **Voting Members**.

8.12 No **Member** or **Principal Officer** shall make any binding commitment (financial or otherwise) on behalf of the **Club** without this being approved by vote of the **EC**.

8.13 The **EC** may in its sole discretion authorise such fund-raising functions for the **Club** as it may consider appropriate.

9. Core Values, Conduct and Discipline

9.1 **Rugby Football Union (RFU) Core Values**. The **Club** explicitly adopts and promotes the **RFU Core Values** of Teamwork, Respect, Enjoyment, Discipline and Sportsmanship across all activities on and off the field. These values shall be embedded in coaching practice, player behaviour, volunteer conduct, standards that supporters are held to and within all **Club** communications.

9.2 **Code of Conduct**. The **Club** shall maintain and publish **Codes of Conduct** covering all **Members** and staff. Breach of a **Code of Conduct** may constitute misconduct and be subject to **Club** and/or **RFU / Rugby Football Union Constituent Body (CB)** disciplinary action.

9.3 Discipline. The **Club** adopts and complies with the **RFU** and **CB** Disciplinary Regulations for on-field and off-field matters. Internal **Club** processes shall operate consistently with, and be subordinate to, the **RFU** & **CB** framework. Matters beyond **Club** jurisdiction may be referred promptly to the **RFU** or **CB** as required.

9.4 The **EC** shall have the power to call upon any **Member** to account in writing to the **Secretary** for their conduct in respect of **Club** matters, either on or off the playing field. In the event that the **EC** considers such an account unsatisfactory, it may give the **Member** 14 days' notice (or if the matter relates to conduct on the playing field, such shorter period as may be commensurate with the regulations of the applicable **RFU** or **CB** of a meeting of the **EC** or delegated sub-committee at which they should appear, accompanied by a representative on their behalf, in order to give a fuller explanation of their conduct.

10. Safeguarding (RFU Regulation 21)

10.1 The **Club** shall adopt and comply with the **RFU Safeguarding Policy and Regulation 21** and will appoint a suitably trained **Club Safeguarding Officer (CSO)**.

10.2 All adults (paid or volunteer) in regulated activity with children must hold current **Disclosure and Barring Service (DBS)** clearance and complete **RFU**-approved safeguarding training before commencing duties.

10.3 Safeguarding concerns shall be reported in accordance with **RFU** procedures and escalated to the **CSO** and/or **RFU** or **CB Safeguarding Manager** as appropriate.

11. Age-Grade Rugby (RFU Regulation 15)

11.1 All rugby for players under 18 shall be delivered strictly in accordance with **RFU Regulation 15**, including age-appropriate formats, contact progression, player welfare standards and the minimum of playing a half-game if selected as a substitute player.

11.2 Parents, carers, volunteers and supporters are expected to support the Age Grade Codes and the **RFU** core values.

12. General Meetings

12.1 In each year the **Club** shall hold an **Annual General Meeting (AGM)** in addition to any other meetings in that year, called by the **EC** with at least fourteen days' notice thereof to be publicised to every **Member**. All **Members** shall be entitled to attend, though only **Voting Members** are entitled to vote on any resolution or to elect **Principal Officers**.

12.2 The **AGM** shall be held not later than 30th June of each year. In any case, not more than fourteen months shall elapse between the date of one **AGM** and that of the next.

12.3 Any general meetings of the **Members**, other than the **AGM**, shall be called an **Extraordinary General Meeting (EGM)**. An **EGM** may be called by the **EC** with at least fourteen days' notice thereof to be publicised to every **Member**. An **EGM** may also be convened on requisition of twenty **Members** of the **Club** serving notice to the **Secretary**, who must then forthwith notify all **Members** of such notice being served and convene such **EGM** within fourteen days of such notice being served.

12.4 At all **General Meetings** of the Club each **Voting Member** shall have one vote upon every motion and in case of an equality of votes the chair of that meeting may have a second or casting vote.

12.5 The **Chair** shall preside at all **General Meeting** of the **Club**, but if not present by prior notice or within fifteen minutes after the time appointed for the meeting or has signified an inability to be present, the **EC** shall choose another person currently sitting on the **EC** to chair the meeting.

12.6 The **EC** may, if it thinks fit, make regulations enabling **Members** unable to be present to vote by proxy or in writing.

12.7 The quorum at **General Meetings** for motions proposing any repeal, addition to, or amendment of the **Constitution** is thirty **Voting Members**.

12.8 The financial year of the **Club** ends on 30th April in each year, and the accounts of the **Club** must be balanced to that day. Full Accounts for the financial affairs of the Club, as passed by the **EC** and duly certified by the Auditors or other independent financial examiner shall be delivered to all **Members** with the notice convening the **AGM**.

12.9 The notice convening a **General Meeting** shall specify the date, time and place of the meeting and, in the case of special business, the nature of that business.

12.10 No business may be transacted at **General Meetings** which are not included in the notice of meeting.

12.11 The accidental omission to give notice to, or the non-receipt of notice of a meeting by any **Member** entitled to receive such notice, shall not invalidate the proceedings at that meeting.

12.12 At the **AGM** the following business (known as ordinary business) shall be transacted:

12.13.1 To receive, consider and, if thought fit, approve the annual accounts of the **Club** and the **Treasurer's** report on the state of the financial affairs of the **Club**. A statement of accounts as passed by the **EC** and certified by independent examiner or auditor as appropriate shall be circulated at least seven days before the meeting. To approve reappointment of the auditors or appointment of new auditors or independent financial examiner.

12.13.2 The election of the **Principal Officers**.

12.13.3 The approval of the annual subscriptions of each class of **Members**.

12.13.4 A review of the following years budget.

12.13.5 Any other business as determined by the **EC**.

12.13.6 Such other special business as shall have been communicated to the **Secretary** by any **Member** in writing at least seven days prior to the meeting.

12.14 At any **General Meetings** all resolutions put to the vote of the meeting (other than a change to this **Constitution**) shall be decided by a simple majority. The chair of the meeting shall declare that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost. The result shall be entered to that effect in the **Club's** minutes and/or electronic record shall be conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of, or against, such resolution.

12.15 In the case of an equality of votes, the chair of the meeting at which such voting takes place shall be entitled to a second or casting vote.

12.16 No amendment (other than a motion for adjournment) may be moved to any resolution proposed at any **General Meeting** unless written notice of the amendment has been sent to the **Secretary** not less than seven days prior to the meeting, or the meeting consents to do so by vote

12.17 Other than matters specified in Rule 12.13 and its subsections, the chair shall have reasonable discretion consistent with the efficient conduct of the meeting, as to whether or not business shall be discussed, further discussed or not discussed.

12.18 The chair shall have reasonable discretion consistent with the efficient conduct of the meeting as to whether or not they accept amendments to any resolution tabled at the meeting. The chair may decide in which order the resolution and/or amendments shall be taken and if they declare that a resolution or an amended resolution has been carried, they shall not permit the discussion or proposal of further amendments but pass on to the next item of business.

13. Alteration of Constitution

13.1 The **Constitution** may be altered temporarily by the **EC** but only until formally repealed or ratified by a resolution passed by two-thirds of those present and voting at a **General Meeting**.

13.2 The **Secretary** shall as soon as possible and in any case within twenty-eight days of the making of any such alteration or addition to this **Constitution** give written notice to any relevant parties.

14. Financial Governance and Budgeting Principles

14.1 The **Club** shall maintain transparent accounting records, operate a two or more-person system, preferably with clear separation of duties and responsibilities for authorising invoices and payments, authorising financial commitments and mandates, and shall prepare an annual budget approved by the **EC**.

14.2 Budgeting shall be prudent, avoid over-optimism, and include appropriate contingencies. Significant variances must be reported to the **EC** at the earliest opportunity.

14.3 Expenditure above agreed budget levels may only be authorised at an **EC** meeting, with a majority vote recorded in the minutes.

14.4 For any unusual or non-recurring capital expenditure or repairs of more than £10,000, a vote in favour by the **EC** shall be required.

14.5 No part of its income or property shall be paid or transferred by way of profit to **Members**. On dissolution, remaining assets shall be transferred to another RFU-affiliated club, the RFU for community rugby purposes, or to a registered charity.

15. Finance

15.1 The financial year of the **Club** shall end on 30th April.

15.2 All funds belonging to the **Club** shall be deposited with a bank or building society in accounts that shall carry the **Club** title. All accounts shall typically operate on two signatories one of whom will typically be the Treasurer and the other either the **Chair** or **Secretary** but may be any other party nominated by a **Principal Officer** and voted on by the **EC**. However, where this is deemed impractical the **Treasurer** may instead implement and operate a multi-check system for authorising invoices and payments.

16. Property and Funds

16.1 The income and property of the **Club** shall be applied solely towards the promotion of the **Aim** and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the **Members** or third parties other than registered Community Amateur Sports Clubs or charities.

16.2 The **Club** may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, travel expenses and other benefits to unrelated third parties as agreed by the **EC**.

16.3 The **Club** may also:

16.3.1 Sell and supply food, drink and related sports clothing and equipment.

16.3.2 Employ people and remunerate them for providing goods and services, on fair terms set by the **EC**.

16.3.4 Hire out the **Club** house or grounds and facilities to third parties

16.3.5 Pay for reasonable hospitality for visiting guests.

16.3.6 Indemnify the **EC** and **Members** acting properly in the course of the running of the **Club** against any liability incurred in the proper running of the **Club** (but only to the extent of its assets).

17. Borrowing Powers

17.1 The **Club** acting through the **EC** may borrow up to the sum of £25,000 for a single item and over £100,000 in aggregate, any sums in excess of these figures shall be approved by a vote at an **AGM** or **EGM**.

17.2 If at any time the Club, in a **General Meeting** passes a resolution authorising the **Club** to borrow money:

17.2.1 the **EC** may action the borrowing, for the purposes of the **Club**, the amount of money (either at one time or from time to time) and at the rate of interest, in the form and manner and upon the security specified in the resolution, and

17.2.2 the **Trustees** must at the direction of the **EC** make any disposition of the **Club** property or any part of it and enter into any agreement in relation to the **Club** property as the **EC** thinks proper to give security for the terms of the borrowing.

17.3 Every **Member** of the **Club**, whether they voted on a resolution authorising borrowing or not, and everyone becoming a **Member** of the **Club** after the passing of such a resolution, is deemed to have assented to the resolution as if he had voted in favour of it.

18. Clubhouse, Bar and Grounds

18.1 The clubhouse, bar and grounds shall be under the control of the **EC** or such person(s) as it duly appoints, including a **Club Steward**.

18.2 The **EC** shall use its best endeavours to ensure that at all times:

18.2.1 The **Club** holds a valid Premises Licence pursuant to the relevant Licensing Act,

18.2.2 There is a designated **Premises Supervisor**.

18.2.3 if necessary, at least one of the **Club Steward** and another **Member** holds a personal relevant Licence pursuant to the relevant Licensing Act,

18.3 Any **Member** shall be entitled to introduce guests to the **Club** and clubhouse provided that no person whose application for membership has been declined, or who has been expelled from the **Club**, shall be introduced as a guest.

18.4 Any person not being a **Member** pursuant to this **Constitution** (or as may from time to time be amended) who attends a bona fide function at the **Club** premises may purchase alcoholic refreshment for personal consumption and that of their guests on the premises.

18.5 The clubhouse shall be open between such hours as the **EC** from time to time shall decide. The **EC** may close the club premises for such times as it considers necessary for cleaning and repairs or staff holidays. The hours for sale of intoxicating liquor shall be as permitted by the appropriate Licence, provided that the **EC** is empowered to consider applying for such variations to the Licence.

18.6 No person under the age of 18 shall be permitted to purchase or consume intoxicating liquor in the bar or anywhere else on the premises, other than in line with the prevailing Licensing Laws.

18.7 No **Member** shall receive at the expense of the **Club** any commission percentage or similar payment on or with reference to purchases of intoxicating liquor by the **Club**, and further shall not derive directly or indirectly any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the **Club** to **Members** or guests or others apart from any benefit accruing to the **Club** as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the **Club**.

18.8 No money or property of the **Club** or any gain arising from the carrying on of the **Club** shall be applied otherwise than for the benefit of the **Club** as a whole or for some charitable or benevolent purpose or purposes chosen by resolution of a **General Meeting**.

19. Incorporation Review & Trustee Liability

19.1 Recognising the liability risks faced by unincorporated clubs, the **EC** shall review annually whether incorporation (e.g., company limited by guarantee or charitable incorporated organisation) is appropriate and report its conclusions to **Members** at the **AGM**.

19.2 **Trustees** and **Principal Officers** shall be provided with appropriate information on duties and liabilities, and the **Club** shall maintain suitable insurance to the extent available and affordable.

20. Miscellaneous

20.1 The colours of the **Club** shall be Maroon, Cambridge Blue and White.

20.2 Any complaints or suggestions by **Members** should be communicated to the **Secretary** to bring before the **EC**.

20.3 The **EC** shall make this **Constitution** available on the **Club** website and via email on request of any **Member**.

20.4 No **Member** may on any pretence or in any manner receive any profit, salary or emoluments from the funds or transactions of the **Club**, except for professional services rendered at the request of the **EC** under a relevant signed contract or pursuant to a resolution of the **EC** specifying the amount of such profit, salary or emoluments.

20.5 No **Member** may give the address of the **Club** in any advertisement or use the **Club** address for business purposes.

21. Winding Up

21.1 If at **General Meeting** a resolution for the dissolution of the **Club** shall be passed by a two-thirds majority of the **Voting Members** present, and at an **EGM** held not less than one month later at which not less than thirty **Voting Members** are present or voting by proxy such resolution shall be confirmed by a resolution passed by a majority.

21.2 The **EC** will then be responsible for the orderly winding up of the **Club** affairs.

21.3 If upon the winding up or dissolution of the **Club** there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be paid to or distributed to another rugby union club or to the **RFU** for use in community related rugby union initiatives, or to a charitable organisation.

22. Notices

22.1 Any notice required to be given by a **Member** shall be duly given if delivered by hand or sent by email or by first class post to the **Secretary** (or such other addressee as a rule may require).

22.2 Any notice required to be given to a **Member** shall be duly given if sent by email to the address last notified to the **Secretary** or by first class post to their latest known address. Notices sent by first class post shall be deemed to have been given on the day following the date of posting. Notices sent by email shall be deemed to have been given at the time of receipt of confirmation of transmission.

23. Priority

23.1 The headings to this **Constitution** are for ease of reference only and are not to be taken into account in their interpretation.

23.2 This **Constitution** shall not be construed to give any rights to the **Members** inter se.

23.3 The **Club**, the **EC**, the **Principal Officers** or the **Members** (or any one of them) shall not be liable, to the fullest extent of the law, for any loss, damage or injury to any person or property, howsoever occasioned. Insofar as statute permits, the **Club** shall not be liable to any **Member** or his guest or any other person.

23.4 The laws, rules and policies of the **RFU** and the **CB** shall be deemed to be incorporated herein.

23.5 The **EC** is the sole authority for the interpretation of this **Constitution** and other general **Club** rules and the regulations made by it from time to time.

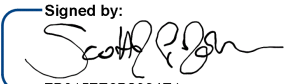
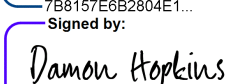
23.6 The decision of the **EC** upon any question of interpretation or upon any matter affecting the **Club** and not provided for by this **Constitution** or by the general **Club** rules is final and binding on the **Members**.

24. Revision History

24.1 This **Constitution** was formerly adopted at the **AGM** held and replaces all prior constitutions and amendments.

Approved by Voting Members present and voted at the Club’s Annual General Meeting:

Signatures of

Chair:	Signed by:  7B8157E6B2804E1...	Name: Scott Roberts	Date: 7/5/2026
Secretary:	Signed by:  02F969AFD2244B0...	Name: Damon Hopkins	Date: 7/3/2026