

# **GLASGOW ARCHERS CONSTITUTION**

**APPROVED AT AGM ON 31<sup>ST</sup> JANUARY 2018**

|   |                         |
|---|-------------------------|
| <b>Clarification on distinction between full and associate members (3.1)</b>                                    | <b>added Nov 2011</b>   |
| <b>Reference to Mearns Castle High School as indoor venue (1.1)</b>   | <b>removed Nov 2011</b> |
| <b>Post of Vice Chair and Child Protection Officer (5.1)</b>  | <b>added Nov 2011</b>   |
| <b>Post of Vice Chair - suspended meantime (5.1)</b>  | <b>added Dec 2014</b>   |
| <b>Clarification of terminology in light of Governing Body changes</b>  | <b>added Dec 2014</b>   |
| <b>Addition of “not for profit” status, Assets not for Distribution and Winding Up Processes. (10.1 – 10.5)</b> | <b>added Dec 2014</b>   |
| <b>Post of Vice Chair reintroduced (5.1)</b>  | <b>added Dec 2017</b>   |
| <b>Definition of Family Membership (4.8)</b>  | <b>added Jan 2018</b>   |
| <b>Amendment to Child Protection (12.1 – 12.4)</b>  | <b>added Jan 2018</b>   |

# **GLASGOW ARCHERS**

## **Constitution and Rules** **January 2018**



### **1. NAME OF CLUB**

- 1.1 The name of the club shall be 'Glasgow Archers' and the club shall shoot within Craigholme Girls School Sports Complex, Haggs Road, Glasgow.
- 1.2 The club shall operate under the auspices of ArcheryGB and the Scottish Archery Association or any of their successors.

### **2. OBJECTS AND ETHICS**

The objects of the club will be the "not for profit" promotion and practice of archery open to any person interested in archery irrespective of gender, race, colour, religion or creed. Members with a disability will be encouraged where facilities for their involvement exist.

### **3. MEMBERSHIP**

- 3.1 Membership shall consist of the following classes :-

Full Ordinary members (over 18 years)  
Full Junior members (under 18 years)  
Associate Members (any age)

An associate member is one who pays to shoot with the club during either the indoor or outdoor seasons. An associate member does not require to belong to any other archery club but must be fully paid up and registered with Archery GB.

The facilities and services available to full members and associate members are as shown in Appendix 1.

- 3.2 An Initial Application Form to join Glasgow Archers will be submitted to the Club for approval by the Committee before any prospective member is permitted full membership.
- 3.3 A Membership Renewal Form will be completed by all existing members by 31st August each year at the same time as their annual renewal subscription is due.
- 3.4 Prospective members shall only be permitted to shoot while under the direct supervision by a responsible archer. They shall be permitted to shoot on 4 separate occasions, on payment of a fee for a course of four evenings of tuition/practice. If a

prospective member wishes to continue to shoot after the course, he/she may apply for full membership of Glasgow Archers by submission of an application form.

- 3.5 Alternatively, if a prospective member has successfully completed a course of archery tuition with a recognized archery training organisation, they may also apply for full membership of Glasgow Archers by submission of an application form.
- 3.6 Short term, temporary members participating for the Duke of Edinburgh Award or other similar schemes, shall pay an appropriate lump sum at the start of their course.

#### 4 SUBSCRIPTION AND FEES

- 4.1 All members shall pay such subscriptions and entry fees as shall be decided at a General Meeting of the Club on a recommendation by the Committee.
- 4.2 The various affiliations and membership fees shall be amalgamated and payable in two parts. The first payment will be due before 31<sup>st</sup> August and will consist of the appropriate affiliation fees to Archery GB, Scottish Archery Association and West of Scotland Archery Association.  
The second payment, due before 1<sup>st</sup> March of each season, shall be specifically designated for club funds.  
Members joining Glasgow Archers and the other affiliated bodies out with these dates may pay a reduced subscription according to the date of application.
- 4.3 However, any member, or associate member, assisting with the running of any fund raising activity specified by the Committee will be granted dispensation from such club fees on an agreed basis.
- 4.4 New members will normally require to pay club fees from the last date prior to entry. This can, however, be waived at the discretion of the Committee.
- 4.5 The level of fees charged for beginner courses, other award schemes and visiting archers shall be determined by the Committee and reviewed annually. Any such fee may however be waived or adjusted at the discretion of the Committee
- 4.6 A member remaining in arrears for more than three months without good reason will have his name deleted from the list of members. Reinstatement shall be at the discretion of the Committee and on full payment of the arrears. An administrative fee will be in addition to the arrears. The name of any member so deleted shall be minuted at the next Annual General Meeting.
- 4.7 Junior members attaining the age of 18 years prior to 1<sup>st</sup> October in any one year shall pay the subscription fee for an ordinary member in the following year.
- 4.8 Family membership (as per SAA) shall be – Two or more members of the same family or partners residing at the same address and one of whom must be a full

member of Glasgow Archers. This membership option to be taken where financially advantageous.

## 5 EXECUTIVE COMMITTEE

- 5.1 The day to day running of the Club shall be governed by an Executive Committee consisting of elected ordinary members and comprising of the following positions: Chair, Vice Chair (reintroduced Dec 2017)), Secretary, Treasurer, Membership Secretary, Child Protection Officer, Tournament Officer, Equipment Officer and two other members.
- 5.2 The Executive Committee will have the option of inviting to their meetings any non-voting member(s) who may be able to assist with any topic.
- 5.3 The members of the Committee shall normally be elected at the Annual General Meeting and shall serve for a period of one year from the close of the A.G.M. at which they are elected. If any member resigns from the Committee, a replacement may be co-opted by the Committee for the remainder of that year.
- 5.4 The Committee shall meet as required and a minimum of twice per year. At any Committee meeting, three members shall constitute a quorum.
- 5.5 Calling of a Committee meeting shall be in writing with not less than 3 days notice.
- 5.6 Minutes of all Committee meetings shall be available to members.
- 5.7 Any expenses incurred from the running of the Committee shall be defrayed from club funds.

## 6. GENERAL MEETINGS

- 6.1 The Annual General Meeting shall be held not less than 11 months and not more than 13 months after the previous year's AGM on a date to be decided by the Committee. The Secretary shall give all members a clear fourteen days written notice of the calling of such meeting and a copy of the Agenda.
- 6.2 Retiring Committee members shall be eligible for re-election.
- 6.3 General Meetings, other than the Annual General Meeting, may be called at any time by the Committee or on demand in writing by any five members. In either case the Secretary shall give all members a clear seven days notice of the calling of such meeting and the purpose for which it is being convened.
- 6.4 The Secretary shall call a General Meeting within 30 days of being so instructed. At any General Meeting, one quarter of the total Club members shall constitute a quorum.

## **7. VOTING RIGHTS**

- 7.1 Only full members (which will include junior members attaining the age of sixteen years prior to the AGM) are entitled to vote.
- 7.2 Resolution shall be by a majority vote of members present. No proxy votes are permitted.

## **8. FINANCIAL STATEMENT**

- 8.1 The club financial year shall run from 1<sup>st</sup> November to 31<sup>st</sup> October. The Treasurer shall present a prepared statement of accounts of the Club at the Annual General Meeting. Unless presented in such a format which discloses each individual transaction to the members, these accounts shall have been inspected by one Ordinary Member other than a Committee member whose name shall be stated at the A.G.M.
- 8.2 The Club shall maintain a cheque book account which requires the signatures of two persons on each cheque irrespective of the value. The nominated persons and number thereof for such signatures shall be decided at the Annual General Meeting (currently all members of the Executive Committee)

## **9 ASSETS NOT FOR DISTRIBUTION**

- 9.1 The income and property of Glasgow Archers shall be applied solely in promoting the objects of Glasgow Archers as set out in paragraph 2.
- 9.2 No dividends, bonus or profit share may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by Glasgow Archers of
  - 9.2.1 reasonable out-of-pocket expenses properly incurred by any Committee or other member incurred through services to the club.

## **10 WINDING UP**

- 10.1 On the winding-up or dissolution of Glasgow Archers, a dissolution committee shall be appointed by the remaining club members.
- 10.2 The dissolution committee members shall be responsible for the disposition of all non-cash assets by whatever means the dissolving committee decides and settling any outstanding debts from the club accounts.
- 10.3 The dissolution committee shall not be responsible for any debt only the management of such funds as are in the club bank account to settle same.
- 10.4 No cash asset will be returned to any member unless in payment of a debt owed to said member.

- 10.5 On the settlement of all outstanding debts the dissolution committee shall remit any remaining funds to the Scottish Archery Association or its successor to be used in the support of archery.

## **10 DISCIPLINARY PROCEEDINGS**

- 10.1 Discipline shall be under the rules and regulations of the Scottish and National Governing Bodies.
- 10.2 However, if a member, or associate member, is deemed to have brought the Club 'Glasgow Archers' into disrepute or behaviour considered dangerous to other members, he/she shall be subject to immediate internal disciplinary procedures which are listed in the Disciplinary Code of Glasgow Archers (Appendix 2). Any proceedings under this Code shall adhere to the guidelines and time scales laid down in that Code.

## **12 CHILD PROTECTION**

- 12.1 The members of Glasgow Archers shall agree to abide to the Child Protection Policy produced and implemented by the Scottish Archery Association as far as possible, see 12.3.
- 12.2 The members of Glasgow Archers shall also follow the guidance and coaching provided by Sports Scotland for the welfare of children within sports clubs as far as possible, see 12.3.
- 12.3 Guidance from sportscotland recommends various methods of protecting vulnerable children and suggests preventing any photography of all children in a club. As Glasgow Archers venues are open to the public Glasgow Archers are unable to guarantee that photography can be controlled. Glasgow Archers will however advise those attending, or planning to attend, the club or competitions in advance of this by statements on both our website and competition entry forms. Where photography is to be undertaken by the club for promotional or display purposes all attending will be advised beforehand before the images are taken. Glasgow Archers will still follow all other child protection recommendations suggested by sportscotland in protecting vulnerable children.
- 12.4 It is a requirement that any child under the age of 16 years shall be accompanied by a parent/guardian during each club meeting or competition.

## **13 SHOOTING PRACTICES**

- 13.1 Shooting shall be practiced under the rules of shooting of the Governing Bodies to which the club is affiliated.

**14 REVIEW OF CONSTITUTION AND RULES**

- 14.1 A review of the Constitution and Rules will take place at the Annual General Meeting of the Club at least once every five years.
- 14.2 Proposed alterations or changes to the Constitution or Rules must be declared to all members in writing at the time of the General Meeting notification.

**Constitution and Rules  
Amended on 31<sup>st</sup> January 2018**

## **Membership Entitlement**

| <b>Facilities/Services</b>       | <b>Full Members</b> | <b>Associate Members</b> |
|----------------------------------|---------------------|--------------------------|
| Access to coaching               | Y                   | N                        |
| Mentor if required               | Y                   | N                        |
| Access to field/pavilion*        | Y                   | Y                        |
| Access to sports hall*           | Y                   | Y                        |
| Use of Equipment (bosses/frames) | Y                   | Y                        |
| Use of kit (bows/arrows)         | Y                   | N                        |
| Club tea/coffee                  | Y                   | Y                        |
| Club nights out                  | Y                   | Y                        |
| Web site (as author)             | Y                   | Y                        |
| Discount for field party duties  | Y                   | Y                        |
| Voting Rights                    | Y                   | N                        |
| Committee Membership             | Y                   | N                        |
| Disciplinary Code                | Y                   | Y                        |

\* when accompanied by a committee member or one is on hand

### Special Notes

All archers are reminded that Craigholme is a school facility and it is a strict condition of our access that no entry is permitted prior to the stated times.

Special conditions pertain to the use of the indoor facilities. All archers and visitors must abide by the dress code for the games hall at all times. Specifically only soft soled, non-slip, non-marking indoor shoes may be worn.

**Any archer or visitor not correctly attired will be refused entry to the games hall.**



## **DISCIPLINARY CODE**

### **OF**

## **GLASGOW ARCHERS**

In general circumstances, Glasgow Archers shall operate under the disciplinary procedures laid down by the Scottish and National Governing bodies. The disciplinary code will apply equally to all members irrespective of their age or status. For the purpose of clarity the terms member or members shall include associate members.

### **1 Dangerous or Prejudicial Conduct**

- 1.1 However, where an alleged infringement is of dangerous conduct involving the safety of the members or conduct prejudicial to the good name of Glasgow Archers, it should be dealt with immediately using this Code.
- 1.2 Allegations of dangerous conduct may also be referred by the Boards of the Scottish and National Governing bodies for their consideration.

### **2 Proceedings under this Code**

- 2.1 All cases of a disciplinary infringement should be reported immediately to a Committee member who then, by virtue of his/her position, has the authority to decide whether such an infringement requires remedy.
- 2.2 If agreed by all parties, he/she will be able to deal with the matter by means of advice, guidance on accepted conduct and/or training in any aspect of archery.
- 2.3 Any such counselling will bring the infringement to a close and the matter will not be recorded.

### **3 Immediate Suspension**

Where the infringement is of dangerous conduct likely to bring the safety of other members into question and the alleged offender fails to desist from that conduct, the Committee member has the right to suspend the membership of that member for a period of one week to allow full investigation to be made.

#### **4 Serious or Unresolved Infringement**

- 4.1 Where the infringement is of a serious nature, or the matter cannot be resolved through an individual Committee member, the allegation should be reported in writing to the Committee as a whole.
- 4.2 The Committee will then delegate the original Committee member together with one other Committee member to investigate the infringement and, if necessary, take written statements from witnesses.
- 4.3 If a statement is taken from the party under investigation, he/she should be warned that it may be used in any disciplinary proceedings and that he/she is not obliged to give any such statement.

#### **5 Continued Suspension**

In the event of an allegation of dangerous conduct, the Committee has the right to continue any suspension of membership until the matter has been resolved.

#### **6 Written Report**

A written report stating time, place and nature of the infringement will be prepared by the two investigating members using the witness statements to substantiate or counter any allegations made. This report must be concluded within 14 days of the alleged infringement being reported to the Committee.

#### **7 No Further Proceedings**

- 7.1 If, after examination of the incident, the investigation members decide that no further proceeding should be instigated, a recommendation on that basis should be made to the whole Committee.
- 7.2 However, even though a case has been established, the investigating members may feel that the matter could be resolved informally by action taken themselves and such a step should be reported to the Committee for their approval.

#### **8 Further Proceedings**

- 8.1 If it is decided there is a case to answer, the matter shall be referred to the full Committee who will make the final decision on future proceedings.
- 8.2 They have the option of dealing with the infringement within;

- The recommendation of the investigating members or,
  - The disciplinary Code of Glasgow Archers or,
  - Referring the infringement to the Board of the Scottish Governing Body and/or through them to the Board of the National Governing Body.
- 8.3 Where a decision of no further proceedings is reached this fact will be notified to all relevant persons.
- 8.4 If the decision is reached to deal with the matter within the Discipline Code of Glasgow Archers, the following procedures require to be followed.

## **9 Notification to Party under Investigation**

Written notification from the Club Chair of the alleged infringement shall be made to the Party under investigation within 7 days of the investigation report being made to the Committee. A copy of this report including details of what infringement is alleged, when and where it supposedly happened and the names of witnesses likely to be used in evidence to support or rebut the charge shall form part of this notification.

## **10 Appointing Tribunal**

- 10.1 The Committee shall nominally appoint a Tribunal consisting of two ordinary members of the club and one Committee member to act as arbiters. The Committee member shall act as Chair.
- 10.2 The names of the appointees shall be given to the Party and he/she has the right to challenge the inclusion of any two such appointees. He/she has the right to suggest alternative appointees which, if acceptable to the Committee, may be replacements. Similarly, the Committee has the right to suggest alternatives to any names which have been opposed.
- 10.3 If no compromise Tribunal can be found, then the matter must be dealt with by means of a General Meeting and the whole matter aired within that context. Timings of disciplinary procedures are then affected by Constitutional and practical requirements of calling such a General Meeting.

## **11 Tribunal Sitting**

- 11.1 The Tribunal shall sit within 14 days of their appointment or as soon as practically possible. In any event, the Tribunal shall sit within 28 days unless good cause is shown by either party for the sitting of the Tribunal to be set down for a date outwith these times. In the event of a dispute, the majority decision of the Tribunal shall be final.

- 11.2 The Tribunal shall have before them the written report of the investigating members and written statements from witnesses. They shall call such witnesses to give evidence required to substantiate the allegation.
- 11.3 Likewise, the Tribunal must call any witnesses who rebut the allegation.
- 11.4 The Party may be assisted at the Tribunal by a friend who may give advice/assistance on an informal basis. If necessary, the Party may propose that the friend act on his/her behalf. In which case the friend has the authority to question witnesses and make statements in a manner similar to that afforded to the Party.
- 11.5 In the case of a Junior member being the Party, he/she will be accompanied by a parent/guardian or other designated friend who will have the authority to act on his/her behalf.
- 11.6 Evidence will be taken on an informal basis using the witness statements. Questions may be put to the witnesses by the Tribunal with a similar opportunity being afforded to the Party.
- 11.7 .However, witnesses are not compelled to attend or give evidence to the Tribunal.
- 11.8 At the end of evidence, the Party must have the opportunity to explain his/her actions and rebut the allegations made against him/her.

## **12 General Meeting**

- 12.1 In a manner similar to the Tribunal, the General Meeting shall conduct an examination of the evidence from the investigating members report, witness statements and the direct evidence of those witnesses. While questions of a witness may be asked by any member, the whole proceedings will be under the control of the Club Chair who will determine the order of witnesses being called and their questioning.
- 12.2 The Party must have the opportunity to be the last person to question any witness.
- 12.3 The evidence will still be taken on an informal basis with witnesses not being compelled to attend or give evidence.
- 12.4 The Party may be assisted at the General Meeting by a friend who will have the same rights as under Tribunal proceedings. Similarly, a Junior member being the Party will be accompanied by a parent/guardian or other designated friend who will have the authority to act on his/her behalf.
- 12.5 At the end of evidence, the Party must be offered the opportunity to explain his/her actions and rebut the allegations made against him/her.

### **13 Conclusion of Proceedings and Penalties**

13.1 If, at the conclusion of disciplinary proceedings, the offence has been established, the Tribunal acting on behalf of Glasgow Archers or the General Meeting may impose one of the following penalties;

- A written censure to remain in force for a period not exceeding one year or,
- A suspension of membership of Glasgow Archers for a period not exceeding three months or,
- Cancellation of membership of Glasgow Archers.

13.2 The Party shall neither be present at nor take part in this decision making. Intimation of the penalty imposed shall either be at the meeting or in writing as soon as possible thereafter.

13.3 Under penalties b) and c) no refund of membership fees will be considered.

### **14 Involvement of Scottish and National Governing Bodies**

No penalty can be imposed by Glasgow Archers which requires the Scottish or National Governing Body to act upon the findings.

**Last Reviewed  
December 2014**

**Clarification that the Code applies to all members including associates added Nov 2011.  
Reviewed Dec 2014 - No changes**