

May 2022

**The West Midlands Police Sports
&
Wellbeing Association**

RULES

**Address: Tally Ho Sports and Wellbeing Association, Pershore Road, Edgbaston,
Birmingham, B5 7RN**

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1	NAME
1.1	The name of the association is The West Midlands Police Sports & Wellbeing Association hereafter referred to as the “ Club ”.
2	THE ADDRESS
2.1	The registered address of the Club is Tally Ho Sports and Wellbeing Association, Pershore Road, Edgbaston, Birmingham, B5 7RN.
3	OBJECTS
3.1	<p>The Club has the following objects:</p> <p>(a) the promotion of sports and wellbeing of its members;</p> <p>(b) the encouragement of good fellowship, social and other recreational activities which are beneficial to its members;</p> <p>(c) the Club is a non-profit making organisation. All profit and surpluses will be used to maintain and or improve the Club’s facilities. No profit or surplus will be distributed other than to another non-profit making body or to members on the winding up or dissolution of the Club.</p>
4	MEMBERSHIP CATEGORIES AND DEFINITIONS
4.1	Such persons as are admitted to membership in accordance with these Rules shall be Members of the Club. A Member shall belong to one of the following classes of membership:
4.2	<p>Full Member</p> <p>is a member who pays the required Subscription and is either:</p> <p style="padding-left: 40px;">(i) Police Personnel, or</p> <p style="padding-left: 40px;">(ii) Retired Police Personnel</p>
4.2.1	<p>A Full Member shall have for the duration of their membership:</p> <p>(a) full voting rights at General Meetings of the Club;</p> <p>(b) the ability to vote at an Annual General Meeting</p> <p>(d) any person who consents so to act as Honorary Life Member of the Club (in recognition of long and active membership of the Club or of special service to the Club).</p>
4.2.2	Full membership is for a minimum term of 12 months which runs from the date of their first month’s subscription deduction. Members wishing to terminate the contract prior to the end of the 12-month period will be charged the remaining outstanding membership fee at the time of termination. Membership will continue to be taken as a monthly rolling contract after the 12 months.

<p>4.3</p> <p>4.3.1</p> <p>4.3.2</p>	<p>Associate Member</p> <p>is any non- Police Personnel who has been granted membership of the Club within a specific sporting section and who pays the required Subscription.</p> <p>An Associate member shall have for the duration of their membership have no right to vote at any members meetings (being an annual general meeting or an emergency general meeting).</p> <p>Associate membership is for a minimum term of 12 months which runs from the date of their first month’s subscription deduction. Members wishing to terminate the contract prior to the end of the 12-month period will be charged the remaining outstanding membership fee at the time of termination. Membership will continue to be taken as a monthly rolling contract after the 12 months.</p>
<p>4.4</p> <p>4.4.1</p> <p>4.4.2</p>	<p>Affiliated Member</p> <p>is a member who falls within one of the below categories and who has been granted membership of the Club and</p> <ul style="list-style-type: none"> (a) a serving officer of a United Kingdom Police Service; (b) an employee of the United Kingdom Police staff including Police Community Support Officers and Special Constables; or (c) a serving member of Her Majesty’s Military Forces, Emergency Services linked to the police force <p>An Affiliated member shall have for the duration of their membership have no right to vote at any members meetings (being an annual general meeting or an emergency general meeting).</p> <p>Affiliated membership is for a minimum term of 12 months which runs from the date of their first month’s subscription deduction. Members wishing to terminate the contract prior to the end of the 12-month period will be charged the remaining outstanding membership fee at the time of termination. Membership will continue to be taken as a monthly rolling contract after the 12 months.</p>
<p>4.5</p>	<p>Honorary Life Member</p> <p>An Honorary Life Member must be approved by the Membership (by those members who are eligible to vote at a member’s meeting). Those awarded with this membership shall be deemed a Full Member of the Club, save as for they will not have to pay any Club Subscriptions.</p>
<p>5</p> <p>5.1</p> <p>5.2</p> <p>5.3</p>	<p>Application and approval process for Associate and Affiliated Members</p> <p>All applications for Associate or Affiliate membership shall be proposed and seconded by Full Members of the Club on the Club Membership Form as prescribed by the Management Committee from time to time.</p> <p>The applicant must be able to evidence their eligibility for the category of membership it is seeking on its Club Membership Application Form.</p> <p>The applicant must declare any information that would bring the Club into</p>

5.4	<p>disrepute including any criminal convictions.</p> <p>The Club Membership team will provide full details of the applicant to the Chief Executive Officer for its approval. The applicant will be informed within 30 days of its application being submitted as to whether it has been successful.</p>
<p>6</p> <p>6.1</p> <p>6.2</p> <p>6.3</p> <p>6.4</p>	<p>Junior Membership</p> <p>are children aged between 5-17 years of age (“Junior”) who pays the required Subscription.</p> <p>A Junior may apply to become a member of the Club via a parent or guardian (who must be a Full Member of the Club) completing and submitting a Club Membership Application Form.</p> <p>Junior Members are permitted to use the facilities of the Club subject to any requirements published in the Bye-laws.</p> <p>The parent or guardian for the Junior Member shall have the responsibility to supervise the Junior in accordance with the requirements published in the Bye-laws. If the behaviour of a Junior Member results in a referral to the Chief Executive Officer, it will be the Junior’s parent or guardian that will represent the Junior, not the Junior.</p>
<p>7</p> <p>7.1</p> <p>7.2</p> <p>7.3</p> <p>7.4</p> <p>7.5</p> <p>7.6</p> <p>7.7</p> <p>7.8</p> <p>7.9</p>	<p>Financial Matters</p> <p>The finances of the Club shall be managed by the Management Committee.</p> <p>The Management Committee shall appoint the Chief Executive Officer and Treasurer to report on all matters relating to finance of the Club.</p> <p>There must be at all times four signatories to the Club’s bank mandate, which shall be appointed by the majority of the Management Committee each financial year. One of the four signatories will always be the Chief Executive Officer.</p> <p>All cheques raised by the Club shall be signed by two signatories of the Club’s bank mandate.</p> <p>All BACS payments must be signed for by two signatories (excluding the Clubs Finance Manager/s)</p> <p>Monthly salaries must be authorised by a Member of the Management Committee which has no financial gain by that particular payment.</p> <p>The financial year of the Club shall end on 31st March each year.</p> <p>A suitably qualified accountant shall examine the accounts each year and have access to all documents that they may deem necessary to ensure that the accounts give a true and fair view of the Club’s financial affairs. The accountant shall be appointed at the AGM.</p> <p>A copy of the published accounts for any particular year shall be posted on the</p>

	member's area of the Club's website prior to the AGM of that particular year.
7.10	All debts due and owing to the Club shall be considered owing to the Club Officers for the time being and recoverable by him/her at law (for the avoidance of doubt, this means the legal entity entering into contracts for and on behalf of the Club will be the Officers individually. The Officers shall therefore be able to pursue debts on behalf of the Club in their individual names). The Club shall indemnify its Officers and Management Committee Members. Full details of the indemnity shall be found in the Management Committee Handbook.
7.11	The Club is a non-profit organisation. The profits of the Club must be used for the furtherance of the Objects of the Club.
7.12	Any funds not required for immediate use or to meet the usual accruing liabilities may be invested in any manner decided by the Management Committee.
8	Subscriptions
8.1	Subscriptions for all categories of Members are set out in the Bye-laws of the Club.
8.2	All Subscription rates specified in the Bye-laws take effect from 1 st April each year.
8.3	The Management Committee may increase the Subscription rates each year, subject to approval by a meeting of its Members.
8.4	All subscriptions in the case of all Members will be due in advance on the 1 st April each year.
8.5	Members whose subscription are in arrears will be denied access to the Club and their respective membership suspended until payment for their Subscriptions have been paid in full. For the avoidance of doubt, those Members will not be allowed access to any club benefit during this period.
9	Borrowing Powers
9.1	The Management Committee, acting on behalf of the Club, may raise or borrow money from Members or others for the purposes of pursuing the strategic objectives and or business interests of the Club.
9.2	The Management Committee's power to borrow money is subject to a maximum aggregate limit on the amounts borrowed of £20,000.00, or such other amount as may from time to time be approved from a meeting held by its Members.
10	Audit
10.1	For each financial year the Club must appoint a qualified auditor to audit the financial statements for the financial year. The Auditor must publish its report. A "qualified auditor" has the same meaning as defined in the Co-Operative and Community Benefits Act 2014.
10.2	Every appointment of an auditor must be made by resolution of a General

<p>10.3</p> <p>10.4</p>	<p>Meeting of the Club, with the exception provided for in sub-paragraph 10.3 below.</p> <p>The Management Committee may appoint an auditor to fill any casual vacancy occurring between General Meetings of the Club. The Management Committee would be required to make such appointment within two months of the vacancy occurring.</p> <p>If a retiring Auditor wishes to make a statement to the Members, this statement will be publicised as soon as possible and a written copy will be supplied to Members.</p>
<p>11</p> <p>11.1</p> <p>11.2</p> <p>11.3</p> <p>11.4</p> <p>11.5</p> <p>11.5</p> <p>11.6</p> <p>11.7</p>	<p>Governance and Management Committee</p> <p>The President of the Club shall be the serving Chief Constable of West Midlands Police, whose role shall be to act as the ambassador for the Club.</p> <p>The President shall be responsible for appointing the Chairman of the Management Committee.</p> <p>The Club must have the following Officers appointed (1) Chairman, (2) Vice Chairman, (3) Treasurer and (4) Chief Executive Officer. The roles, responsibilities and appointment process of the Officers shall be found the Management Committee Handbook.</p> <p>In addition to the Officers, the following representatives shall be appointed to the Management Committee:</p> <ol style="list-style-type: none"> 1. Property Representative; 2. Legal Representative; 3. Membership Representative; 4. Sports Representative; 5. Conferencing and Events Representative, 6. Human Resources Representative; 7. Volunteer Representative; 8. NARPRO Representative, and 9. Retired officers Representative. <p>The Officers, Chief Executive Officer and members of the Management Committee shall each individually have one vote when deciding and voting on decisions taken within Management Committee. The roles, responsibilities and appointment process of the representatives set out in 8.4 above shall be found the Management Committee Handbook.</p> <p>A representative Of the Management Committee may only be elected to occupy one position at any given time.</p> <p>Powers of the management Committee</p> <p>The Management Committee has overall responsibility for governing the Club, setting the strategic objectives, and overseeing, determining and controlling the finances and the management of the Club.</p> <p>The Management Committee will operate in accordance with these rules and</p>

	the Bye laws of the Club. It will fulfil its legal duties and set and safeguard the vision, values and reputation of the Club.
11.8	The Management Committee has overall responsibility for the business & management of the Club's assets.
11.9	The Management Committee may create any additional sub-committee they deem necessary to benefit the running of the Club.
11.10	The Management Committee H.R. Representative shall be responsible for appointing members of staff (to include agreeing terms of employment).
12	Election of Officers and Management Committee Members
12.1	Officers (Save as for the Chair) and Management Committee Members are elected by Members at an AGM for a period of three years. The circumstances in which Committee Members may seek re-election are set out in paragraph 9.6 below.
12.2	At the date of their election or co-option, all individuals standing for the Management Committee must have been Members for not less than one year (12 months) immediately prior to the election. Officers and Management Committee Members must cease to hold office if for any reason they cease to be Members.
12.3	At the conclusion of an Officer's term, they may seek election to a different office, subject to the above limits, set out in 12.2 above.
12.4	The Committee may fill any casual vacancy occurring amongst its elected members or amongst the Officers by co-option and may co-opt such further members not exceeding five (5) as is deemed desirable. Any person co-opted will hold office only until the next AGM when the Committee Member or Officer so co-opted will be eligible for election to the Committee or to any office. Any Member co-opted who does not stand for election, or who fails to be elected at such AGM will not be eligible during the following year for co-option to the same position.
12.5	Elections to fill the vacancies on the Management Committee take place at each AGM.
	Re-election of Committee Members
12.6	Subject to the following, any elected Officer or member of the Management Committee whose term of office has expired will be eligible for re-election, provided that he/she has served as an Officer or member of the Management Committee for more than two consecutive terms of three (3) years each (any prior period as a co-opted member being disregarded).
12.7	Once an Officer or member of the Management Committee has served two terms in office or on the Management Committee it will not be eligible to stand for re-election of another position for a minimum period of 12 months.
13	Proceeding of the Management Committee

13.1	The Management Committee has responsibilities that are detailed in Management Committee Handbook.
13.2	The Management Committee must hold a meeting within twenty-eight days after the conclusion of the AGM.
13.3	Any six (6) elected Committee Members form a quorum and have full power to conduct the business of the Club according to the Rules. All matters, except a vote of no confidence, can be decided by a majority of votes of those Committee Members present and if the votes are equal, the Chair of the meeting has a casting vote in addition to his/her vote as a Committee Member. In the case of a vote of no confidence in a Committee Member, the motion would require the support of 75% or more of all Committee Members in order for it to be carried.
13.4	In the event that a Committee Member declares a conflict of interest in any agenda item, or that the majority of the Committee believes a conflict of interest exists, the member concerned must be absent from the meeting while the item is discussed. Similarly, should the Management Committee wish to discuss the performance of any Committee Member, the Member concerned must be absent from the discussion.
13.5	Any three members of the Management Committee may, by giving seven clear days' notice in writing to the Secretary, require the Secretary to call a Special Meeting stating the business to be discussed but at such Special Meeting no other business than that specified in the Notice can be taken into consideration.
13.6	The Management Committee has the power to delegate any of their powers to sub-committees. A sub-committee may appoint a Chair and Secretary for the purpose of conducting and recording minutes of its meetings. No Member is permitted to serve on a sub-committee for more than three (3) consecutive years.
13.7	The Chair may form a committee from the Management Committee or Members to help in the decision making on how the WMPSWA will be managed and support the Members of Staff in carrying out such work during the time of the Pandemic / Emergency.
14	Member meeting (to include Annual General Meetings (“AGM”) and Special General Meetings (“SGM”))
14.1	In exceptional cases (in the case of a pandemic outbreak or other emergency like event) the Management Committee may elect not to hold an AGM in a particular year, or to hold a virtual AGM via video conference or other means.
14.2	Where an AGM does not take place due to reasons set out in 10.1 above, the Management Committee may co-opt any vacant position to the Management Committee on a temporary basis. The term of this appointment shall be until the next AGM where that individual will be required to stand for election or re-election as the case may be.
14.3	All General Meetings are held at the Registered Office of the Club unless the Management Committee decides otherwise. Twenty-one (21) days' notices of every General Meeting stating the business to

14.4	be transacted at such meeting must be given to every Member eligible to attend in writing via post, email or on our website.
14.5	A form will be included with the Notice of Meeting giving each Member the right To vote on the agenda items. Votes may be cast by post or by emailing them to the Chief Executive Officer before or handing them in at the General Meeting.
14.6	Notice of an AGM must also specify the following: (a) The individual Officers and or Management Committee members up for election or re-election. (b) The individuals standing for election or re-election of the Disciplinary Committee.
14.7	The Notice must also be accompanied by an audited written Statement of Account for the past year.
14.8	At all General Meetings the Chair, or if the Chair is not present, the Vice Chair will preside over the meeting.
14.9	Six (6) Members shall form a quorum. The Club shall in each calendar year hold an AGM in addition to any other meetings in that year. Not more than 15 months shall elapse between the date of one AGM to that of the next.
14.10	All votes shall be by way of a polling card or by a show of hands (the option will be chosen by the Chair of the meeting). All votes will be counted by the Chief Executive Officer. In the event of any vote being a tie, the Chair shall have a casting vote.
14.11	A Special General Meeting can be held whenever the Management Committee deems appropriate, or whenever 10% of the eligible voting Members make a request in writing to the Chief Executive Officer, specifying the business for which the meeting is to be convened.
14.12	Should the Chief Executive Officers fail within fourteen (14) days to convene the SGM requested, those requiring the meeting may convene it by giving notice as set out above in this rule 14. The Club will not disclose members' contact details to those calling the SGM, but will deal with the distribution of SGM papers on their behalf.
14.13	Any Member wishing to nominate or second any person for election must be a members of the Club for not less than a year When specifying the business for an SGM, or proposing a resolution for an AGM any resolution or proposal for that meeting will not proceed if it is about any individual(s) (unless their written permission is provided to the Senior Operations Manager) or contains any statement which could be construed as defamatory, discriminatory or which in the Management Committee's opinion could result in the Club being exposed to any legal proceedings.

<p>15</p> <p>15.1</p> <p>15.2</p> <p>15.3</p>	<p>Register of Members</p> <p>The Club must maintain an accurate (to the best of its ability) database of its members which include each Member’s name, address, contact details and the date of joining and leaving the Club.</p> <p>In accordance with the data protection act, The Club will only release Member information from this database, if that Member has provided the Club authorisation to do so.</p> <p>Any Member changing its address or contact details must notify the Club in writing or email.</p>
<p>16</p> <p>16.1</p> <p>16.2</p> <p>16.3</p> <p>16.4</p>	<p>Disciplinary Matters (Disciplinary Issues and Referrals)</p> <p>Disciplinary issues are acts of misconduct by Members, Juniors (who are the responsibility of their parent or guardian), or visitors to the Club (who are the responsibility of the Member/client who introduced them). Where a junior signs a visitor into the Club, the parent or guardian of that Junior will be deemed responsible for the visitor.</p> <p>In addition to breaches of expected conduct set out in the Bye-Laws, acts of misconduct include, but are not limited to, any breach(es) or alleged breach(es) of the Club’s Rules and/or Bye-Laws by a Member(s), or Visitor(s) while on the Club’s premises or any reported act(s) of misconduct by any Member while on other premises as a representative of the Club. Also included are any act(s), omission(s) or misconduct by a Member(s), whether occurring on the Club’s premises or not, which may, at the absolute discretion of the Committee, be considered prejudicial to the Club’s interest or which may bring or has brought the Club, or any section of its membership, into disrepute. The Disciplinary Committee’s (“DC”) authority will extend to any Member’s responsibility for the conduct of a Visitor(s).</p> <p>Any complaint must be in writing and made within the following timescales (see the Disciplinary Rules for the process):</p> <ul style="list-style-type: none"> (a) by a Member against another Member, within seven(7) days of the relevant incident; (b) by a member against a member of staff, or subcontractor, within forty-eight (48) hours of the alleged incident; (c) by a member of staff or subcontractor against a Member of the Club, within twenty four (24) hours of the alleged incident <p>Where the Management Committee wishes to consider making a complaint against a member on its own volition, this decision will take place at any convened Management Committee meeting. In all other circumstances, within five (5) days of the Chief Executive Officer being informed of the complaint (or any other Officer, should the Chief Executive Officer be unavailable or conflicted) the Officer and two other Management Committee Members</p>

	(Referral Panel) will convene and decide whether to refer the complaint to the Disciplinary Committee (a decision may be by majority vote).
16.5	Any referral is made with the authority and on behalf of the Management Committee.
16.6	Where a Committee Member(s) is the complainant, or has a complaint made against him/her, that person will be involved to the extent required by the DC during the disciplinary process.
16.7	The Chair (or other officer, should the Chair be unavailable or conflicted) has the right to suspend any Member from using the Club's benefits with immediate effect pending the decision by the Referral Panel to refer any alleged incident.
16.8	If it is decided not to refer the matter to the DC, the Chair will lift the suspension and inform the Member in question as soon as possible. There will be no liability on the part of the Club, its officers, Members and/or employees for the Member's loss of the use of the Club's facilities.
16.9	The suspension of all rights of membership does not affect the complaint against the Member being dealt with through the DC process or the obligation of that Member to pay their subscription. All suspensions will be brought to the attention of the DC Chairman at the time of referral.
16.10	Misconduct by a Member may be referred to the DC for investigation and, if appropriate, the DC may request an apology, or impose the sanction of a reprimand, caution, suspension or expulsion.
17	The Disciplinary Committee Subject to Rule 12.4, which relates to co-option, the DC comprises no fewer than three (3) but no more than six (6) Members who are elected to any vacancies at an Annual General Meeting, the successful candidates being those who receive the largest number of votes.
18	Dissolution If the Club is wound up, the assets remaining after the settlement of all debts and liabilities of the Club (including the costs of such winding up) would be distributed amongst the Members.
19	RULES AND BYE-LAWS
19.1	The Management Committee has the power to create and amend Bye-Laws to govern the management, operation and use of the facilities of the Club.
19.2	The Rules of the Club and the Bye-laws of the Club are to be available from the Club office.
19.3	Any amendments to these rules must be made with the consent of a majority of the Members at a General Meeting.