

**Rules  
of  
BRJ Run and Tri**

**Adopted by Special Resolution on 10<sup>th</sup> March 2018**

**Amendments approved AGM 31<sup>st</sup> March 2022**

**Amendments to 18.1 approved AGM 23<sup>rd</sup> March 2023**



**BRJ RUN AND TRI**  
We swim, we bike, we run, we have fun.

**Rules  
of  
BRJ Run and Tri**

**1. Interpretation**

1.1 Unless the context requires otherwise, the following terms in these Rules shall have the following meaning respectively:

<b>AGM</b>	has the meaning given in clause 13.1;
<b>Chair</b>	means the person from time to time appointed as chair of the Club in accordance with these Rules;
<b>Club</b>	means the club intended to be regulated by these Rules;
<b>Committee</b>	means the committee of the Club as appointed by the Members of the Club at its AGM
<b>EGM</b>	has the meaning given in clause 13.2;
<b>England Athletics</b>	means the governing body for athletics in England
<b>General Meeting</b>	means a general meeting of the members of the Club (being either an AGM or an EGM);
<b>Member(s)</b>	means a member or members of the Club (and a member shall be legally bound by these Rules in accordance with clause 10);
<b>England Athletics</b>	means England Athletics Limited (company number: 05583713) (or its successor body);
<b>Objects</b>	has the meaning given in clause 3;
<b>Officers</b>	means the members of the Committee;
<b>Ordinary Resolution</b>	has the meaning given in clause 16.2;
<b>Secretary</b>	means the person from time to time appointed as secretary of the Club in accordance with these Rules;
<b>Special Resolution</b>	has the meaning given in clause 16.3;
<b>Treasurer</b>	means the person from time to time appointed as treasurer of the Club in accordance with these Rules;
<b>Triathlon England</b>	means the governing body for the sport of triathlon in England
<b>Writing</b>	includes email.

**2. Name and Office**

2.1 The Club shall be called **BRJ Run and Tri**.

2.2 The principal office of the Club shall be situated in England.

### 3. **Objects**

- 3.1 The objects of the Club (**Objects**) are for the public benefit generally but with particular reference to the inhabitants of Huntingdon and its surrounding areas: and
- 3.2 to promote community participation by all in healthy recreation by providing facilities for amateur endurance running and triathlon and such other related amateur sports and activities capable of improving fitness, health and wellbeing (**facilities** in this clause 3 means land, buildings, equipment and organising sporting and social activities).;
- 3.3 to provide and assist in the provision of facilities for sport, recreation and other leisure time occupation of such persons who have need for such facilities by reason of their youth, age, infirmity or disability, poverty or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving their conditions of life.<sup>1</sup>

### 4. **Ethos**

- 4.1 In pursuing The Club's Objects, the Club and its Members aim to swim, bike, run, and have fun. The Club and its Members are committed to promoting and maintaining the highest standards of ethics, safety, technical competence and enjoyment in sport.
- 4.2 The Club is committed to ensuring that equity is incorporated across all aspects of its operations, activities and development. In doing so, the Club acknowledges and adopts the following Sport England definition of sports equity:

*Sports equity 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.*

- 4.3 The Club respects the rights, dignity and worth of every person and shall treat everyone equally within the context of their sport, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.
- 4.4 The Club is committed to everyone having the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse.
- 4.5 All members of the Club have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
- 4.6 The Club will deal with any incidence of discriminatory behaviour seriously according to the Club's disciplinary procedures.

### 5. **Exercise of Powers**

In furtherance of the Objects but not otherwise the Club may exercise the following powers:

- 5.1 to carry on a sports club;
- 5.2 to provide sports coaching, training and equipment;
- 5.3 to hold competitive events and organise related activities;
- 5.4 to participate in and organise leagues, cup competitions, tournaments and matches;

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<sup>1</sup> These objects are charitable in nature, as the majority of clubs are set up to benefit the community and drive participation in community sports. These may be amended to reflect your club's activities, however if the management committee decide to register for charitable status with the Charity Commission, any adopted wording will need to be reviewed prior to submission.

- 5.5 to provide information, advice and guidance;
- 5.6 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 5.7 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to open and operate bank accounts in the name of the Club;  
  
to open and operate any bank accounts that are necessary for the operation and efficiency of the club.
- 5.8 to accept or disclaim gifts of money or any other property;
- 5.9 to raise funds and to invite and receive contributions ensuring that all income or profits are reinvested in the club with no surpluses or assets distributed to members or third parties.
- 5.10 to collaborate or co-operate with charities or voluntary bodies operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 5.11 alone or with other organisations to seek to influence public opinion and to make representations to and to seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation, regulations and rules;
- 5.12 to insure the property of the Club against any foreseeable risk and to take out other insurance policies to protect the Club and the Officers when required including the provision of indemnity insurance to cover the liability of the Officers and other staff and volunteers;
- 5.13 to set aside income for special purposes or as a reserve against future expenditure but only in accordance with a policy in Writing on reserves determined by the Committee;
- 5.14 to do all such other lawful things as may further or are conducive to the Objects or any of them.

## 6. **Use of Income and Assets**

- 6.1 The income and property of the Club shall be applied solely towards the promotion of the Objects.
- 6.2 Except as provided below, no part of the income or property of the Club shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Club. This shall not prevent any payment in good faith by the Club of:
  - 6.2.1 a payment or benefit to any member of the Club (not being an Officer) in his or her capacity as a beneficiary of the Club;
  - 6.2.2 reasonable and proper remuneration to any member of the Club (not being an Officer) for any goods or services supplied to the Club including any services supplied by the member under a contract of employment with the Club but excluding any remuneration for playing or participating in sport of any kind;
  - 6.2.3 of reasonable and proper rent or hire fee for premises demised or let or hired out by any member of the Club (not being an Officer);
- 6.3 Unless the payment or benefit is permitted under clause 6.4 below, no Officer may:
  - 6.3.1 sell goods, services or any interest in land to the Club;
  - 6.3.2 be employed by or receive remuneration from the Club; or

6.3.3 receive any other material benefit from the Club.

6.4 An Officer may receive the following payments or benefits from the Club:

6.4.1 an Officer may be reimbursed for any reasonable and proper out of pocket expenses incurred when acting on behalf of the Club;

6.4.2 an Officer may receive payment under an indemnity from the Club in accordance with clause 30 below;

6.4.3 the Club may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 5.11 above; or

6.4.4 an Officer may receive reasonable and proper remuneration for any goods or services supplied to the Club (excluding, in the case of an Officer, the service of acting as Officer and any services performed under a contract of employment with the Club and also excluding any remuneration for playing or participating in sport of any kind) provided that this provision may not benefit more than half of the Committee in any financial year;

6.4.5 an Officer may receive a reasonable and proper rent or hire fee for premises demised or let or hired out to the Club;

## 7. **Affiliation**

7.1 Subject to these Rules and the general law, the Club shall (as the case may be) become a member of or affiliate to England Athletics and Triathlon England and any constituent body designated to it by either or both governing bodies and the Club shall comply with and uphold the rules and regulations of such governing bodies and of any such constituent body in force from time to time.

## 8. **Club Membership**

8.1 The Members of the Club from time to time shall be those persons listed in the Club's register of members which shall be maintained by the Membership Secretary.

8.2 The Committee may make bye laws under clause 31 below establishing classes of membership with different rights and obligations and shall record such rights and obligations in the Club's register of members.

## 9. **Admission to Membership**

9.1 Any person who wishes to be a member of the Club must apply in such form as is determined by the Committee from time to time and deliver it to the Membership Secretary.

9.2 Membership of the Club is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of 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, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. A person may appeal against any denial of membership in accordance with clause 32 below.

9.3 The Members may from time to time fix the levels of admission fees and annual subscriptions to be paid by different categories of members provided that the Committee or the members (as the case may be) shall use its best endeavours to ensure that any such fees or subscriptions do not preclude open membership of the Club. Members shall be enrolled on one of the following categories: senior unaffiliated; senior affiliated; junior member (age 9-18); social member; life member; senior of state pension age.

9.4 Membership is not transferable to anyone else.

## 10. **Conditions of Membership**

10.1 These Rules, including any bye laws made under clause 31 below, shall form a binding agreement between each Member of the Club and Members shall comply with these Rules and bye laws.

10.2 The Members shall pay any admission fees and annual subscription set by the Committee under clause 9.3 above.

10.3 Subject to these Rules and the general law, the Members of the Club shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in furtherance of the Objects and in accordance with the rules and regulations of England Athletics for the time being in force.

## 11. **Cessation of Membership**

11.1 Membership of the Club shall terminate if:

11.1.1 the Member dies;

11.1.2 the Member, being an individual, is convicted of a criminal offence which would be contrary to the best interests of sport or the good conduct, reputation or interests of the Club;

11.1.3 the Member resigns by notice in writing to the Club by giving at least seven days' notice in writing to the Club provided that upon such resignation the number of Members is not less than one.

11.1.4 the Member is removed from Membership by a resolution of the Committee on the grounds that it is in the best interests of the Club that his or her Membership is terminated. A resolution to remove a Member from Membership may only be passed if:

11.1.4.1 the Member has been given at least twenty-one days' notice in writing of the Committee meeting at which the resolution will be proposed and the reasons why it is to be proposed;

11.1.4.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Club) has been allowed to make representations to the meeting;

11.1.4.3 the Committee decides to remove him or her from Membership of the Club or the Member fails to attend the meeting without sufficient reason.

The Committee may exclude the Member from the Club's premises and club events until the meeting has considered this matter (save that he or she shall be entitled to attend the meeting in question for the purpose of making representations to the meeting). A person may appeal against a decision to remove him or her from Membership in accordance with clause 32 below.

11.2 Any person ceasing to be a Member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription fee. Without prejudice to the foregoing, the Committee may refund an appropriate part of a resigning Member's subscription fee if it considers it appropriate in all the circumstances.

11.3 In the event of a Member's resignation or expulsion, his or her name shall be removed from the Club's register of Members.

## 12. **Guests**

12.1 Members shall be entitled to bring one or more guests to any sporting activity of the Club with the express consent of the Committee or an Officer of the Committee.

12.2 A guest may be required to pay a visitor's fee at such amount and sign a guest register in such form as shall from time to time be determined by the Committee.

## 13. **General Meetings**

13.1 The Committee shall call an Annual General Meeting (**AGM**) each year and no more than fifteen months shall pass between one AGM and the next following one. The business of an AGM shall include:

13.1.1 the receipt of a report of the activities of the Club over the previous year;

13.1.2 the receipt of a report of the Club's finances over the previous year, presentation of the Club's projected financial situation for the forthcoming year, and the setting of all fees;

13.1.3 the election and retirement of Officers to the Committee;

13.1.4 presentation of Chairman's report;

13.1.5 life membership nominations (and voting process); and

13.1.6 any other business.

13.2 All General Meetings other than the AGM shall be called Extraordinary General Meetings (**EGMs**).

13.3 An EGM may be called at any time by the Committee at any time and shall be called within fourteen days of the receipt by the Secretary of a requisition in Writing, signed by not less than five Members stating the purposes for which the EGM is required, and the resolutions proposed. Business at an EGM may be any business that may be transacted at an AGM and any items for inclusion on the agenda must be submitted in writing to the Secretary at least 7 days prior to the EGM or AGM as the case may be.

## 14. **Notice of General Meetings**

14.1 An AGM or EGM shall be called on at least twenty-one clear days before the meeting save that 90% of all the Members may agree to shorter notice.

14.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, shall specify the meeting as such.

14.3 The Secretary shall send to each Member at their last known address written notice of the date of a General Meeting or by email at last known email address (whether an AGM or an EGM) together with the resolutions to be proposed.

14.4 The accidental omission to give notice of a General Meeting to or the non-receipt of notice of a General Meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting

## 15. **Proceedings at General Meetings**

- 15.1 No business shall be transacted at any General Meeting unless a quorum is present. The quorum for an AGM or EGM shall be the greater of two Members or 15% of the total number of Members.
- 15.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place as the Committee may determine.
- 15.3 If the number of Members present at the adjourned meeting is insufficient to constitute a quorum in accordance with clause 15.1 above, the Members present shall constitute a quorum.
- 15.4 The Chair, or in his or her absence the Treasurer or any other Officer, shall preside as the chair of the meeting. Each Member present shall have one vote but in the event of an equality of votes the chair of the meeting shall have a casting vote.
- 15.5 The Secretary, or in his or her absence any other Officer, shall enter the minutes into the Club's minute book.
- 15.6 The Committee may make whatever arrangements they consider appropriate to enable Members attending a General Meeting to exercise their rights to speak or vote.

**16. Voting Procedure**

- 16.1 Except where these Rules specify that the Members must make a decision by Special Resolution, the Members shall make decisions by Ordinary Resolution. Alternatively, the Members may make any decision in Writing by unanimity.
- 16.2 A resolution is passed as an Ordinary Resolution:
- 16.2.1 at a General Meeting if it is duly approved by a simple majority of the Members present and voting in accordance with these Rules; or
  - 16.2.2 by written resolution if it is duly approved by a simple majority of all the Members in accordance with these Rules.
- 16.3 A resolution is passed as a Special Resolution:
- 16.3.1 at a General Meeting if it is duly approved by at least 75% of the Members present and voting in accordance with these Rules; or
  - 16.3.2 by written resolution if it is duly approved by at least 75% of all the Members in accordance with these Rules.

**17. Powers of the Committee**

- 17.1 Subject to any direction given by Special Resolution of the Members, the Committee shall be responsible for the management of all the affairs of the Club and may exercise all the powers of the Club.
- 17.2 No alteration of these Rules and no such direction by the Members shall invalidate any prior act of the Committee which would have been valid if that alteration had not been made or that direction had not been given.
- 17.3 The Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Rules.
- 17.4 The Committee may delegate to any person, company or sub-committee any of its powers or functions, the implementation of any of its decisions or the day-to-day management of the



affairs of the Club by such means, to such an extent, in relation to such matters or areas and on such terms as they may determine in accordance with these Rules.

- 17.5 Subject to these Rules and the general law, the Committee shall so exercise its rights, powers and duties and shall where appropriate use its best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in furtherance of the Objects and in accordance with the rules and regulations of England Athletics and Triathlon England for the time being in force.

18. **The Committee**

- 18.1 There shall be at least six Officers of the Club but, unless otherwise determined in General Meeting, there shall be no maximum. The Committee shall consist of the following Officers (these include some roles with specific defined functions that report to the committee) [:

- 18.1.1 Club President
- 18.1.2 Chair
- 18.1.3 Secretary
- 18.1.4 Treasurer
- 18.1.5 Membership Secretary
- 18.1.6 Lead Welfare Officer/ DBS verifier
- 18.1.7 Welfare Officer
- 18.1.8 Club Captain Men's
- 18.1.9 Club Captain Women's
- 18.1.10 Communications Officer
- 18.1.11 Kit Officer
- 18.1.12 Results Coordinator
- 18.1.13 Frostbite Officer
- 18.1.14 Fundraising Officer
- 18.1.15 Social Secretary
- 18.1.16 Coaching Coordinator (running)
- 18.1.17 Triathlon Coordinator
- 18.1.18 Website Officer
- 18.1.19 Head Junior Coach
- 18.1.20 Inclusion Officer
- 18.1.21 any other Officers elected by at a General Meeting.

The Committee may appoint a proxy Member to any unfilled post until the following AGM, providing that the number of proxies shall not exceed one third of the total number of persons serving on the Committee at that time.

The Committee may appoint any sub-committees it deems necessary to deal with the matters of the Club. The proceedings of all such sub-committees shall report to the Committee by a representative elected by that sub-committee.

There are roles support the work of the committee and will be invited to attend meetings when issues relevant to their roles are being considered.

18.2 Officers shall be elected by the Members at an AGM. Nominations for election of Members as Officers shall be made:

18.2.1 by the Committee; or

18.2.2 in Writing by the proposer and seconder, both of whom must be existing Members of the Club, to the Secretary not less than fourteen days before the meeting.

18.3 Each Officer shall hold office from the date of election until the conclusion of the next AGM. A retiring Officer may be re-elected at the AGM.

18.4 Any vacancy on the Committee which arises between one AGM and the next may be filled by a Member proposed by one Officer, seconded by another Officer and approved by the Committee.

18.5 An Officer may not appoint an alternate or substitute to act on his or her behalf at any Committee meeting.

## 19. **Calling a Committee Meeting**

19.1 The Committee shall hold not less than six meetings each year.

19.2 A meeting of the Committee shall be called on not less than 7 days' notice to all Officers unless the Chair determines that urgent circumstances necessitate shorter notice.

19.3 Notice of a Committee meeting shall be given to each Officer save that it shall not be necessary to give notice of a meeting to an Officer who is absent from the United Kingdom.

## 20. **Proceedings of a Committee Meeting**

20.1 Subject to the provisions of these Rules, the Committee may regulate its proceedings as it thinks fit.

20.2 Meetings of the Committee shall be chaired by the Chair or in their absence the Treasurer. The chair of the meeting shall (subject to clause 21 below) have a casting vote in the event of a tie.

20.3 The quorum for the transaction of business of the Committee shall be four Officers the greater of three Officers or two-thirds of all the officers.

20.4 Decisions of the Committee shall be made by a simple majority of those Officers attending the Committee meeting.

20.5 Decisions of the Committee of meetings shall be entered into the Club's minutes.

**21. Conflicts of Interest**

21.1 An Officer must declare the nature and the extent of:

21.1.1 any direct or indirect interest which he or she has in a proposed or existing transaction or arrangement with the Club; and

21.1.2 any duty owed to a third party or any direct or indirect interest which he or she has which conflicts or possibly may conflict with his or her duties to the Club or the interests of the Club.

21.2 There is no need to declare any interest or duty:

21.2.1 of which the other Officers are, or ought reasonably to be, already aware; or

21.2.2 of which the Officer is not aware (but for this purpose an Officer is treated as being aware of matters of which he or she ought reasonably to be aware).

21.3 If the interest or duty of the Officer cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Club, the Officer is entitled to participate in any decision-making process, to be counted in the quorum and to vote under the normal procedures (but he or she may absent himself or herself from any such participation). Any uncertainty about whether an Officer's interest or duty is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Club shall be determined by the other Officers acting reasonably and in good faith.

21.4 Whenever an Officer has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Club, the relevant Officer must:

21.4.1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting;

21.4.2 not be counted in the quorum for that part of the meeting; and

21.4.3 withdraw during the vote and have no vote on the matter.

21.4.4 any benefit received by an Officer or a in his or her capacity as a beneficiary of the Club under clause above which is generally available to the beneficiaries of the Club;

21.4.5 reimbursement of an Officer's expenses permitted under clause 6.4.1 above;

21.4.6 payment to an Officer or other Officer of an indemnity permitted under clause 6.4.2 above; or

21.4.7 the purchase of any premium in respect of trustee indemnity insurance permitted under clause 6.4.3 above;

unless in the circumstances the other Officers decide to the contrary.

**22. Disqualification from Office**

22.1 A person shall cease to hold office as an Officer if:

22.1.1 he or she is subject to a decision of England Athletics or Triathlon England that such person be suspended or disqualified from holding office or from

taking part in any activity relating to the administration or management of a club;

22.1.2 the Committee reasonably believes that he or she has become incapable by reason of illness or injury of managing and administering his or her own affairs and it decides to remove him or her from office;

22.1.3 he or she resigns from his or her office by notice to the Club (but only if at least the minimum number specified in clause 18 above will remain in office when the notice of resignation is to take effect);

22.1.4 he or she is removed from office by the Committee on the grounds that he is in material or persistent breach of the Club's code of conduct as amended from time to time. A decision to remove an Officer from office under this clause 22.1.4 may only be passed if:

22.1.4.1 the Officer has been given at least twenty-one clear days' notice in Writing of the Committee meeting at which the decision will be made and the reasons why it is to be proposed; and

22.1.4.2 the Officer or, at the option of the Officer, the Officer's representative (who need not be an Officer) has been allowed to make representations to the meeting; or

22.1.5 he or she ceases to be a Member of the Club for any reason whatsoever.

23. **Club Kit**

23.1 The Club colours shall be white, black and yellow. These colours have been registered with the affiliated sports organisations.

24. **Finances and Property**

24.1 A bank account(s) shall be maintained in the name of the Club (**Club Accounts**). Designated account signatories shall be the Chair, the Secretary, the Membership Secretary and the Treasurer. No sum shall be expended from the Club Accounts except by cheque signed by two of the designated signatories or by electronic transfer approved by at least one of the designated signatories subject to a maximum amount fixed by the Committee. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account as soon as is reasonably practicable.

24.2 The Committee shall ensure that title to:

24.2.1 all investments held by the Club; and

24.2.2 any other assets of the Club (other than the cash held in the Club Account);

(together **Club Property**)

is vested in (i) the names of the Authorised Officers (ii) at least two but not more than four persons appointed by the Committee as authorised officers.

24.3 The Club's financial year shall end on 31 March each year or such other date as the Committee may determine from time to time provided that no financial year shall be shortened to less than nine months or extended to more than fifteen months.

25. **Irregularities**

The proceedings at any meeting or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

**26. Minutes**

The Committee shall cause minutes to be made in secure online documents kept for the purpose:

- 26.1 of all appointments of Officers made by the Members or the Committee;
- 26.2 of all resolutions of the Members and of the Committee (including decisions of the Committee made outside a meeting); and
- 26.3 of all proceedings and reports of meetings of the Club and of the Committee, and of sub-committees, including the names of those present at each such meeting.

**27. Records and Accounts**

- 27.1 The Officers shall arrange for the Club's annual statements of account to be presented to the AGM in each financial year.

**28. Communications by the Club**

- 28.1 Subject to these Rules, any document or information (including any notice, report or accounts) sent or supplied by the Club under these Rules may be sent or supplied:

- 28.1.1 in hard copy form;
- 28.1.2 in electronic form; or
- 28.1.3 by making it available on a website or internet forum.

- 28.2 A Member present at a meeting of the Club shall be deemed to have received notice of the meeting and the purposes for which it was called. Where any document or information is sent or supplied by the Club:

- 28.2.1 where it is sent or supplied by electronic means, it is deemed to have been received on the same day that it was sent; or
- 28.2.2 where it is sent or supplied by means of a website or internet forum, it is deemed to have been received when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website or forum.

**29. Personal Risk**

- 29.1 Members and guests acknowledge and accept that playing or participating in sport of any kind can be dangerous and may result in injury and damage to property. Members and guests shall take personal responsibility for their own actions and play or participate in the Club's sporting activities at their own risk.

- 29.2 Subject to clause 29.3 below, the liability of the Club and its Officers to any Member is limited to the net assets of the Club.

- 29.3 Nothing in these Rules shall limit or exclude liability:

- 29.3.1 for death or personal injury caused by negligence;

29.3.2 for any loss or damage caused by criminal or fraudulent conduct; or

29.3.3 for any other liability which cannot lawfully be limited or excluded;

**30. Indemnity**

Without prejudice to any other indemnity to which an Officer may otherwise be entitled, every Officer of the Club shall be indemnified out of the assets of the Club against any liability incurred by him or her in the proper discharge of his or her duties to the fullest extent permitted by law.

**31. Bye Laws**

31.1 The Committee may from time to time make such bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club and for the purposes of prescribing classes of and conditions of Membership and Membership and in particular the Committee may by such bye laws regulate:

31.1.1 London Ballot; annual nomination for Club charity; affiliated races; club championships; frostbite league; race directors' responsibilities; Leaders and Coaches agreement;

31.1.2 the establishment of different categories of Membership of the Club;

31.1.3 the admission and classification of Members of the Club and the rights and privileges of such Members and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;

31.1.4 the creation of regulations, standing orders and bye laws for the better administration of the Club and to govern the functioning of sub-committees to assist the Committee in the better administration of the Club;

31.1.5 the adoption or alteration of such other regulations or policies as the Committee thinks fit;

31.1.6 the conduct of Members of the Club in relation to one another and to the Club's Officers, staff, volunteers or beneficiaries including disciplinary procedures;

31.1.7 the terms on which Members and guests may be permitted to take part in the Club's sporting activities;

31.1.8 any licensable or other regulated activities of the Club.

31.1.9 the procedure at General Meetings and meetings of the Committee and sub-committees insofar as such procedures are not regulated by these Rules;

31.1.10 the appointment of proxies, the form and content of proxy notices, the delivery of proxy notices to the Club and the revocation of such appointments;

31.1.11 any procedures to assist the resolution of disputes within the Club;

31.1.12 generally all such matters as are commonly the subject matter of club rules;

provided that nothing in such bye laws shall prejudice the Club's affiliation to England Athletics.

31.2 The Club Committee shall have power to alter, add to or repeal the bye laws and the Committee shall adopt such means as they think sufficient to bring to the notice of the Members of the Club all such bye laws.

## 32. **Complaints and Disputes**

32.1 All concerns, allegations or reports of malpractice or abuse relating to the welfare of children or vulnerable adults will be recorded and responded to swiftly and appropriately in accordance with the Club's safeguarding policy and procedures. The Chair shall be the lead Officer for all Members in the event of any safeguarding concerns.

32.2 Any complaints regarding the behaviour of Members or Officers shall be presented and submitted in writing to the Secretary. Unless exceptional circumstances apply, the Committee will hear complaints within fourteen days of receiving a complaint. Subject to clause 32.3 below, a decision of the Committee shall be final and conclusive.

32.3 A person whose application for Membership has been rejected by the Committee or whose Membership has been terminated by a decision of the Committee will have a right of appeal to the Members in General Meeting. Unless exceptional circumstances apply, the Members shall consider the appeal within twenty eight days of the Club receiving the appeal.

32.4 If a dispute arises between any Members or Officers of the Club about the validity or propriety of anything done by any Member or Officer under these Rules and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## 33. **Alteration of the Rules**

33.1 No alterations or amendments shall be made to or in the provisions of these Rules except by Special Resolution in accordance with these Rules and shall be carried by the majority of at least three-quarters of the Members present.

## 34. **Dissolution**

34.1 A decision to dissolve the Club may only be passed by Special Resolution at a General Meeting.

34.2 The dissolution shall take effect from the date of the resolution and the Committee shall be responsible the winding up of the assets and liabilities of the Club.

34.3 Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be applied or transferred in any of the following ways in accordance with the resolution:

34.3.1 be given or transferred to another registered Community Amateur Sports Club, a registered charity or the sports governing body for use by them in related community sports.

34.4 In no circumstances shall the surplus assets of the Club be paid to or distributed among any Members of the Club under this clause 34 (except to a Member which is itself a charitable institution chosen to benefit under this clause 34).

34.5 If no resolution is passed in accordance with clause 34.3 above, the surplus assets of the Club shall be applied for such purpose or purposes as directed by England Athletics.

## 35. **Declaration**

The Club duly adopted these Rules as its governing document on 10<sup>th</sup> March 2018

BRJ Run and Tri

Signed .....

**Chair David Newton**

Signed.....

**Secretary Gilles Corby**

Amendments approved at the AGM 31<sup>st</sup> March 2022

Signed .....

**Chair Claire Ashton**

Signed.....

**Secretary Annette Newton**

Amendments approved at AGM 23<sup>rd</sup> March 2023

Signed.....

**Chair Claire Ashton**

Signed.....

**Secretary Annette Newton**