

# Sports Clubs Constitution

## 1. Names and Definitions

1.1 The Club shall be known and referred to as 'University of Birmingham Sport & Fitness Sports Clubs'. Notwithstanding the reference to 'Clubs' in the plural, and notwithstanding the existence of several Groups within the structures of the Club, the Club is a single proprietary club.

1.2 The Club's privacy policy is set out at [www.sportandfitness.bham.ac.uk/privacy-policy/](http://www.sportandfitness.bham.ac.uk/privacy-policy/)

1.3 In these Rules:

### Academic Year

means the period of 1 September to 31 August.

### Club

means the period of 1 September to 31 August.

### Code of Conduct

The means each Group's committee comprising the Principal Committee Members and the Additional Committee Members, and:

### Code of Conduct

- "Committee Member" shall refer to a member of the relevant Committee;
- the "Principal Committee Members" shall refer to the roles set out at schedule 1 (the precise titles of which may with the written approval of the University at its absolute discretion be varied), and details of which are set out at schedule 2;
- the "Additional Committee Members" shall refer to the roles (if any) set out at the Websites and shall be construed by reference to the relevant Group(s).

### Groups

means the Groups set out at schedule 3, each of which shall be administered by the University with the support of the relevant Committee.

### Member

means a member of the Club, and:

- "student Member" shall refer to a Member who at the relevant time is a registered student of the University;
- "employee Member" shall refer to a Member who at the relevant time is an employee of the University;
- "community Member" shall refer to a Member who at the relevant time is neither a student Member nor an employee Member and shall be construed by reference to the relevant Group(s) in the activities of which the Member is entitled to participate.

### Objects

means the Club's objects as set out at Rule 2.1.

### Rules

means these Rules (including the schedules) as amended by the University from time to time.

### Term

means the University's Autumn, Spring and Summer terms as published on its website from time to time.

### the University

means The University of Birmingham (a body incorporated by Royal Charter with number RC000645) of Edgbaston Birmingham B15 2TT.

### University of Birmingham Sport & Fitness

means the University's Sport department.

### Websites

mean the Websites at <https://www.sportandfitness.bham.ac.uk/sport/discover-sport/> as amended by the University from time to time and shall be construed by reference to the relevant Group(s).

### Term

means the University's Autumn, Spring and Summer terms as published on its website from time to time.

## 2. Objects

2.1 The Club exists in order to:

- Promote the appreciation, enjoyment and performance of sport for the students, staff, and wider community of the University;
- Provide practical opportunities for Committee Members to develop their skills and experience by supporting the running of the Groups in order to benefit the wider membership of the Club;
- Promote social activities associated with membership of the Club.

2.2 In pursuing the Objects, each Group's Committee shall ensure that they liaise and collaborate with University of Birmingham Sport & Fitness.

## 3. Status and Scope

3.1 The Club is a proprietary Club, the owner of which is the University, and the property of which belongs to the University.

3.2 The University shall administer the activities of the Club and the Groups in accordance with the Objects and these Rules principally through University of Birmingham Sport & Fitness.

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3.4 University of Birmingham Sport & Fitness shall administer the scheduling and programming of each Group's training and fixtures lists in consultation with that Group's Committee.

3.5 Each Group's Committee shall administer the scheduling of all of that Sport Club's social events in consultation with University of Birmingham Sport & Fitness.

3.6 Each Group's Committee shall report to, and in such manner as the University may specify in writing from time to time, University of Birmingham Sport & Fitness in connection with the Club's and the relevant Group's activities.

3.7 These Rules may from time to time be revoked, altered or added to by the University at its absolute discretion.

3.8 Any resolution of a Group's Members passed at a general meeting or resolution passed by a Group's Committee at a Committee meeting and any other act of the Members or the Committees shall be of no effect unless the University at its absolute discretion confirms in writing its consent thereto.

3.9 The Club and/or any Group may be dissolved by the University with effect from the end of any Academic Year subject to the University having first notified the Members in writing of its intention to do so not less than 3 months before the end of the relevant Academic Year.

## 4. Funding the Club

4.1 The University

- Will use the membership subscriptions payable by the Members to provide the Club and the Members with such facilities and premises as are specified on the Websites for carrying on the activities of the Club in accordance with the Objects and these Rules.
- Is solely responsible for all expenses and liabilities so incurred and for the payment of staff and coaches engaged by it in connection with the Club's activities and all other matters involving expenditure of money in connection therewith.
- Will allocate funds to each Group to be applied by the Group towards the liabilities properly incurred by it in accordance with a budget which the Group must submit to the University for its approval. The allocation of funds, the approval of each group's budget, and the approval of expenditure of any money by a Group whether or not included within its budget, shall in each case be in writing and at the University's absolute discretion.

4.2 Each Group may generate income through such activities as the University may at its absolute discretion specify in writing from time to time. The Group and its Members must ensure that all such income is paid to the University without set off, counterclaim or other deduction.

4.3 The University shall ensure that:

- Membership subscriptions paid by the Members;

- Income generated by each Group's activities is subject to its usual financial rules and procedures.

4.4 The University shall procure that the Club and the Members have the benefit of professional indemnity, public liability, property, directors' and officers', and travel insurance cover in connection with the Club's activities.

## 5. Membership

5.1 Membership of the Club is deemed to commence at the beginning of each Academic Year or Term (as appropriate), and shall expire at the end of the relevant Academic Year or Term (as appropriate). The distinction between memberships which subsist for an Academic Year and for a Term shall be set out on the Websites.

5.2 In order to be a member of the Club and participate in the activities of any Group, a Member must annually apply for membership or request the continuation of their membership of the Club and to participate or request the continuation of their participation in that Group.

5.3 Any individual, whether or not they are or have been a registered student or employee of the University, may apply for membership of the Club and to participate in the activities of any Group

5.4 First applications for membership and requests for the continuation of membership must be on the forms provided by the University on the Websites for that purpose, state the name and address of the applicant, status (community, employee or student), year group (if applicable), subject of study (if applicable), the Group(s) in which the applicant wishes to participate, and be signed by the applicant, and submitted by the applicant via the Websites or as the University may specify in writing from time to time.

5.5 Acceptance of applications for, and of requests for the continuation of, membership of the Club and participation in the activities of any Group, and in each case the imposition of any conditions of membership and/or participation, is at the absolute discretion of the University.

5.6 The annual membership subscription payable by a Member depends on the Group(s) in which, within their application for or request for the continuation of membership (as applicable), they specify they wish to participate. The membership subscription payable in respect of each Group shall be as set out on the Websites.

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## 5.7 The use of:

• Certain facilities and premises is included within the membership subscription payable by each Member in respect of their participation in the activities of a Group; practical opportunities for Committee Members to develop their skills and experience by supporting the running of the Groups in order to benefit the wider membership of the Club; tain other facilities and premises is excluded from the membership subscription payable by each Member in respect of their participation in the activities of a Group

• Certain other facilities and premises is excluded from the membership subscription payable by each Member in respect of their participation in the activities of a Group

as specified on the Websites. In order to use any excluded facilities and premises, each Member must pay an additional fee to the University as specified on the Websites. Any such additional fees shall be deemed to fall within the membership subscription payable by the Member to the University.

5.8 Membership subscriptions are due and payable in full (notwithstanding that an individual becomes a Member part of the way through an Academic Year or Term (as appropriate)) in such manner as the University may specify on the Websites. A Member shall in the event of cancelling their membership within 14 days of paying their membership subscription be entitled a partial or total refund as set out on the Websites

5.9 Compliance with these Rules is a condition of membership of the Club and participation in each Group's activities.

5.10 Members who have paid their membership subscription may use and enjoy in common with the other Members the premises and facilities provided by the University and participate in any relevant Group's activities.

5.11 The University may expel from the Club with immediate effect any Member whose membership subscription has not been paid as specified by the University in writing on the Websites, provided that the University may at its absolute discretion restore them to membership on payment of all arrears of membership subscriptions then due.

5.12 Member is not, other than in the event of a request made to them by a Group in whose activities they participate (subject to the University's prior written

approval of the request at its absolute discretion), under any financial liability by reason of their membership except for payment of their membership subscription to the University.

5.13 Member in respect of whom the University has put in place a reasonable adjustments plan and/or additional educational or pastoral needs, may liaise with University of Birmingham Sport & Fitness in confidence to ensure that any relevant available support is put in place in connection with their membership.

5.14 A Member may resign their membership at any time by notifying the University of their resignation by emailing sportclubdevelopment@adf.bham.ac.uk or as the University may specify in writing from time to time, but is liable for their full membership subscription for the Academic Year or Term (as appropriate) during which they resign. Resignation as a Member shall operate automatically as resignation from any position held within the Club (including without limitation any Committee position(s)).

5.15 Members must notify the Club of any change from time to time to their postal address or email address via the Websites

## 6 Conduct, misconduct and expulsion

6.1 A Member who is a student Member or an employee Member must as regards their membership comply with the University's rules, regulations, policies, procedures, codes of practice and other legislation from time to time in force.

6.2 A Member, whether or not a student Member or an employee Member, must:

- Comply with the Code of Conduct;
- Comply with the terms of conditions of use of any premises or facilities (whether or not owned or operated by the University, but including without limitation the Terms and Conditions of Use for University of Birmingham Sport & Fitness and Tiverton Gym) which they occupy in connection with the activities of any Group;
- Not conduct themselves in a manner injurious to the interests, character or reputation of the Club or the University or the interests of any Member.

6.3 A Member may complain to the University concerning the failure of another Member to comply with these Rules. The University may, either following receipt of such a complaint or of its own motion, investigate any potential failure by a Member to comply with these Rules. As regards the subject matter of such an investigation:

• The personal data (including their name and the subject matter of the complaint) of any Member who submits to the University a complaint concerning another Member may be shared by the University with the University's Student Concerns Complaints and Appeals team and/or HR department (as applicable), the relevant Committee, and the Member about whom the complaint is submitted;

• The personal data of any Member (including their name and the subject matter of the investigation) who is investigated by the University may be shared by the University with the University's Student Concerns Complaints and Appeals team and/or HR department (as applicable), the relevant Committee and the Member (if any) whose complaint gave rise to the investigation.

6.4 At its absolute discretion, and notwithstanding the existence of other specified sanctions in these Rules, the University may:

- Expel from the Club with immediate effect;
- Impose any other sanction (including without limitation sanctions relating to premises and facilities owned and/or operated by the University) as set out in the Code of Conduct on any Member;
- Whose conduct is in the University's opinion injurious to the interests, character or reputation of the Club or the University or the interests of any Member;
- Who has otherwise failed to comply with these Rules.

and who has failed to justify or explain such conduct or failure satisfactorily. The University may, in addition, impose sanctions in relation to any Group in whose activities such a Member participates as set out in the Code of Conduct.

6.5 Before the University imposes any sanction on a Member (but for in the circumstances specified at Rule 5.11) or in relation to any Group, the University must make reasonable inquiry into the Member's conduct or failure and give the Member a reasonable opportunity to defend themselves and to justify or explain their conduct or failure.

6.6 Pending its investigation of any potential failure by a Member to comply with these Rules the University may, at its absolute discretion, suspend:

- The Member from using the premises and facilities provided by the University and participating in any relevant Group's activities;
- All Members of a Group in whose activities the Member participates from using the premises and facilities provided by the University and from holding any activities in connection with that Group.

For the avoidance of doubt, any such suspension shall not amount to a sanction under Rule 6.4 or otherwise imply any wrongdoing on the part of the Member(s) concerned.

6.7 A Member who is sanctioned under Rule 6.4 may appeal against the imposition of the sanction by emailing an individual to be nominated by the University at management@sportandfitness.bham.ac.uk within 5 working days of the date of imposition of the sanction. The Member may not in connection with their appeal rely on any evidence that could reasonably have been available to the University in arriving at its decision to impose the sanction. The University will aim to acknowledge the appeal in writing within 2 working days. The University will aim to give a final response to the appeal within 10 working days. The University's decision is final and binding on the Member.

6.8 Subject to Rule 6.7, an expelled Member shall immediately cease to be a Member and forfeit all the privileges of membership and all other rights against the Club and the University.

6.9 An expelled Member is not entitled to any refund of their membership subscription and remains liable for their full membership subscription for the Academic Year or Term (as appropriate) during which they are expelled. A suspended Member is not, regardless of the outcome of the University's investigation into any failure by that Member or any other Member to comply with these Rules, entitled to any refund of their membership subscription and remains liable for their full membership subscription for the Academic Year or Term (as appropriate) during which they or the activities of any Group in which they participate are suspended.

6.10 The facts and matters giving rise to an investigation of a potential failure by a Member to comply with these Rules may form the basis of proceedings facilitated by the University's Student Concerns Complaints and Appeals team and/or HR department (as applicable) under the University's legislation.

6.11 Group or its Committee may not expel or impose any sanction on its Member(s).

## 7 The Groups

7.1 Each Group and its Members shall comply with the content of the relevant Websites regarding, without limitation, the following matters:

- The calling and holding of annual and extraordinary general meetings of the Group;
- The eligibility, election and responsibilities of the Group's Committee Members to comprise, as a minimum, the Principal Committee Members each of whom must be a student Member and remain a student of the University for the duration of the time in respect of which they seek election;
- The calling and holding of Committee meetings of the Group;
- Who has otherwise failed to comply with these Rules.
- The coaching to be provided to, and training to be undertaken by, the Group's Members;

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- Selection policies applicable to the Group's teams which must, as a minimum, require that the selection of individuals be fair and meritocratic;
- Matters regarding health and safety and first aid

7.2 Only student Members may enter into and participate in competitions regulated by British Universities and Colleges Sport, and in such other competition(s) as are specified by the University from time to time in writing.

- 7.3 All Members must comply with:
- Any and all of the following rules and regulations, as specified on British Universities and Colleges Sport's website from time to time:
  - British Universities and Colleges Sport General Regulations;
  - British Universities and Colleges Sport Sport Specific Regulations;
  - British Universities and Colleges Sport Sport Specific Affiliations;
  - Any such other rules and regulations as are specified by the University from time to time in writing

which apply to a competition in which they enter or participate.

## 8 Disputes and complaints

8.1 Any dispute or difference that may arise between the Members as to the meaning or interpretation of these Rules, the powers of any Committee, or the validity of any election or proceeding or resolution at a Committee meeting or a general meeting, must be determined by the University, whose decision is final and binding on all Members.

8.2 The University treats all people who make complaints with respect, and expects respect for its employees who deal with complaints. All complaints and other feedback are recorded in a way that can be analysed in order to improve the University's administration of the Club in both the short and the long term.

8.3 If an individual has a complaint, comment or concern in connection with the University's administration of the Club, they may discuss this with a member of University of Birmingham Sport & Fitness. After doing so, if they are still not happy they may follow the complaint procedure below.

- Email the complaint to an individual to be nominated by the University at [feedback@sportandfitness.bham.ac.uk](mailto:feedback@sportandfitness.bham.ac.uk).
- The University will aim to acknowledge the complaint in writing within 2 working days.
- The University will aim to resolve the complaint within 10 working days.

8.4 If the individual is not satisfied with the University's response to their complaint, they may follow the appeals procedure below.

- Email the appeal to an individual to be nominated by the University at [management@sportandfitness.bham.ac.uk](mailto:management@sportandfitness.bham.ac.uk).

- The University will aim to acknowledge the appeal in writing within 2 working days.
  - The University will aim to give a final response to the appeal within 10 working days.
- The University's decision is final and binding on all Members.  
on the first working day after that.