

# HODNET ANGLING CLUB CONSTITUTION 2024

Clause

## A INCORPORATION AND OBJECTS

### A1 The Club

**The Club** formed under these rules shall be known as Hodnet Angling Club (**HAC**)

### A2 Objectives and Aims

The objective of **HAC** shall be, by purchase, lease, rent or other suitable agreement with owners of fishing waters/rights, to: acquire, retain, maintain, improve and provide access to a variety of freshwater venues, hereafter termed **Club Waters**, to suit the fishing needs of **HAC Members**, as periodically determined by **The Committee** and ratified at an **AGM** or **EGM**.

**HAC** shall aim to:

i/ Provide facilities for, and promote participation by, all sections of the community who seek **Membership**.

ii/ Offer angling coaching and competitive opportunities.

iii/ Manage our facilities to ensure they are practical and safe to use.

iv/ Provide all our services in a way that is fair to all.

### A3 Constitution and HAC Rules

The Club shall be operated in accordance with the provisions of this **Constitution**, which becomes effective from the AGM held on 7<sup>th</sup> February 2024.

**HAC Members** shall abide by the **HAC Rules**; which shall consist of those contained in this Constitution plus the related **Schedules of HAC Membership Fees, Club Waters and Angling Rules**.

Notes:

Changes to the **HAC Constitution** can only be made in accordance with Clause D5 at an **AGM** or **EGM**.

Changes to the **HAC Schedule of Fees** can only be made in accordance with Clause B4 at an **AGM** or **EGM**.

Changes to **HAC Angling Rules** can only be made in accordance with Clause H at an **AGM** or **EGM**, and otherwise in accordance with **HAC Angling Rule 2.3** - subject to a suitable resolution for its continuation/adoption being voted upon at the next **AGM**.

## B MEMBERSHIP

### B1 Eligibility

**HAC Membership** is available to all persons; irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or age, sex or ability/disability and will be granted to anyone who:

i/ completes a satisfactory Membership application form

ii/ pays the appropriate **Membership Fee**.

iii/ agrees to abide by **HAC Rules**.

or is otherwise granted Honorary or Temporary Membership under the terms of Clause B3.

Note. Membership applications/renewals are subject to a discretionary veto by **The Committee** in the light of admitted or otherwise determined past breaches of **HAC Rules**

### B2 Duration

The **HAC Membership Year** shall run from the 1<sup>st</sup> April each year through to the 31<sup>st</sup> March of the following year.

### B3 Members and Membership Categories

**HAC Members** shall belong to one of four **Membership Categories**:

**Junior Member(s)** - Those aged 16 years old or below on April 1<sup>st</sup> in the year that they join or renew their membership. **Junior Members** have no voting rights at **The Club AGM** or **EGM** and are not permitted to attend or take part in any working parties.

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**Full Member(s)** - Those aged 17 years old or over on April 1<sup>st</sup> in the year that they join or renew their membership. *Full Members* have voting rights at **The Club AGM** or **EGM**.

**Honorary Member(s)** - Those persons provided with free Membership by The Committee in recognition of current or past services to **The Club**. *Honorary Members* have no voting rights at **The Club AGM** or **EGM**, nor are they eligible for (re)election to **The Committee**.

**Temporary Members(s)** - Those persons provided with Membership in accordance with an organised coaching event or **HAC Angling Rules** 1.4, 1.9 or 3.3. *Temporary Members* have no voting rights at **The Club AGM** or **EGM**.

## B4 Membership Fees and Fee Categories

Other than in respect of *Honorary Members*, a **Schedule of Membership Fees** for the following Categories shall be maintained by **The Committee**, with any changes proposed and voted upon at the AGM or an EGM – any revised charges to apply during the following **Membership Year**:

### Category 1 - **Junior Members**

Those aged below 12 years old (at April 1<sup>st</sup> each year)

### Category 2 - **Junior Members**

Those aged 12 to 16 years old, inclusive, (at April 1<sup>st</sup> each year)

### Category 3 - **Full Members - Concessionary**

Those **Members** who are:

Aged 65 years old, or over (at April 1<sup>st</sup> each year).

Disabled

Students aged 17 to 21 years old inclusive (as at April 1<sup>st</sup>) in full time education.

Note. All **Concessionary Memberships** are issued at the discretion of **The Committee** or Membership Secretary.

### Category 4 - **Full Members**

Those aged 17 years old, or over, (as at April 1<sup>st</sup>) who are not **Concessionary Members**.

### Category 5 – **Full Members - Winter** (1<sup>st</sup> November – 31<sup>st</sup> March)

For those eligible for the Full Members (Concessionary) or Full Members categories (3 and 4) above who join for/within the ‘winter’ period shown.

Category 6 (a or b) - **Day Tickets** – Available to those aged 12 years old or over (at April 1<sup>st</sup> each year), as follows:

a) **Public Day Ticket** – For Shropshire Union Canal Goldstone (Bridges 51-55) only. Obtainable from the Membership Secretary or, as authorised by **The Committee**.

b) **Full Member’s Accompanied Guest Ticket** – For any **Club Water** except the Shropshire Union Canal Marina (Bridges 63-64). Obtainable from **The Committee** or Membership Secretary and limited to a maximum of two tickets per named guest per **Membership Year**. If such a guest joins **The Club** in the same **Membership Year**, the **Day Ticket** fees already paid will be credited against the normally applicable **Membership** Fee Category.

Category 7 (a or b) - **Special** – Available at the discretion of:

a) **The Committee** or the **Secretary** for those hiring/using **Club Waters** for special day/period events/matches, etc.

b) **The Committee** for owners of **Club Waters** (max 3 Memberships per water per **Membership Year**), and for members of **The Committee** after they have completed 3 continuous years’ service - subject to them remaining in continuous service and having attended (or had apologies notified/accepted) at least 3 meetings of **The Committee** during the preceding **Membership Year**.

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- B5 Joining Fees  
A joining fee may be applied by The Committee and set in accordance with B4.
- B6 Membership Cards  
Other than in respect of *Temporary Members*, the issue of a HAC **Membership Card** shall confirm **Membership**.
- The **Membership Card** shall be in digital (electronic) or paper format and list key information for **Members** – all as determined by **The Committee**.
- Membership Cards** remain the property of **The Club** and must be surrendered on demand to a **Club Bailiff** or member of **The Committee**.
- B7 Refunds  
**Membership Fees** will only be refunded in the event that a **Member** has died or other exceptional circumstances warrant consideration of a refund by **The Committee**.  
Note. Refunds will only be considered upon receipt of a suitable written request and will be calculated on a pro rata basis. No refund will be made if the amount due is less than £10.00.  
Note. Where **Membership** is terminated as a result of disciplinary action, no refund of **Membership Fees** shall be made.
- B8 Disciplinary Action  
**Members** found, after a suitable hearing, by **The Committee** to be in breach of **HAC Rules** shall be subject to disciplinary action.
- If as a result of disciplinary action it is decided to terminate **Membership**, the **Member** shall surrender their **Membership Card** upon request. In the event of a failure to do so, **Membership** shall be deemed to have formally ceased upon delivery, by recorded mail, of written notification to this effect sent to the **Member's** last recorded address.
- C **THE COMMITTEE, CLUB OFFICERS, CLUB BAILIFFS and CLUB AUDITOR**
- C1 Operation  
The overall management and control of **HAC** shall be vested in **The Committee**.
- C2 The Committee  
Shall comprise a minimum of 9 and a maximum of 15 *Full Members*; as nominated and elected, in accordance with Clauses C3 and C9 respectively, at **The Club AGM** - or otherwise co-opted in accordance with Clause C4.
- C3 Nominations for election to The Committee  
*Full Members* wishing to stand for election to **The Committee** must give suitable notice to the **Secretary** of **The Club**, seconded by another *Full Member*, 14 days prior to the **AGM** and have been a *Full Member* of **HAC** for at least 2 continuous preceding **Membership Years**.
- Note. If the nominated **Member** has held **Membership** for less than 2 continuous years, their nomination can proceed only if it is first notified to and accepted by **The Committee**.
- C4 Co-option  
**The Committee** shall have powers to fill by co-option any vacancy arising on **The Committee** or of a **Club Officer** position, at or after the **AGM** - those persons assuming the normal rights and responsibilities of the position they fill.
- The Committee** shall also be able to co-opt onto **The Committee** at any time up to four additional *Full Members* for specific purposes. Co-opted additional *Full Members* shall have no voting rights at committee meetings, nor automatically become a **Club Bailiff**.
- C5 Club Officers  
The day to day running of **HAC** shall be vested in **the Club Officers** who, after election to **The Committee**, shall be nominated by **The Committee** to fulfil the following roles :-

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**Chairman** – To represent **The Club** and chair its meetings.

**Vice Chairman** – To deputise for and assist the **Chairman**

**Secretary** – To organise meetings of **The Club**, and maintain written records of its proceedings and transactions

**Treasurer** – To handle and record financial transactions of **The Club**

**Membership Secretary** – To handle **Membership** matters.

**The Committee** may appoint, at or after the **AGM**, a *Full Member* to act as the **Match Secretary**, i.e. to organise **Member** only or **Open** matches.

**The Committee** may appoint, at or after the **AGM**, a company approved by them to operate/maintain the **HAC Membership** system; and a person and/or company to operate/maintain the **HAC Website** and/or **HAC** social media accounts.

C6 Club President

**The Committee** shall nominate at the **AGM** a *Full Member* or *Honorary Member*, who need not be a member of **The Committee**, to act as **The Club President**. The role of **Club President** shall be agreed between **The Committee** and the nominee.

C7 Club Bailiffs

All members of **The Committee**, excluding any co-opted *Additional Full Members*, shall automatically become **Club Bailiffs**. In addition **The Committee** may appoint, at or after the **AGM** any other *Full Member* or *Honorary Member* to act as a **Club Bailiff**.

The role of **Club Bailiffs** shall be to enforce the **HAC Angling Rules** and to ask for, inspect and if felt necessary retain **Membership Cards** or **Day Tickets**, or to ask for and inspect other documents or licenses relevant to **Membership** of **The Club**.

C8 Club Auditor

**The Committee** shall appoint, at or after the **AGM**, a person to act as the **Club Auditor**.

The role of the **Club Auditor** is to check/countersign the annual **Club Accounts**, prepared by **The Treasurer**, as being a true representation of the financial affairs of **The Club**.

C9 Process for electing The Committee

Subject to D4, the existing **Committee** and those holding positions as **Club Officers** or the **Club President** are automatically eligible to stand for re-election at the **AGM**.

Where the number of nominations for election is equal to or less than the number of places available, those standing for election can, at the discretion of **The Committee**, be voted for en bloc. Otherwise, those standing are to be voted for individually by simple majority vote. If there are more nominations than places, those with the most votes shall be deemed elected.

C10 Process for electing Club Officers

After election of **The Committee**, its nominations for the **Club President** and **Club Officer** positions shall be made. The nomination for **Club President** and **Chairman** will then each be separately put to the vote. Unless contested, the remaining **Club Officer** positions will be voted for en bloc.

C11 Term of Office

The term of office for **The Committee**, **Club President** and **Club Officers** shall commence at an **AGM** and cease at the next **AGM**, or at the date of resignation or cessation of **Membership** - whichever is the sooner.

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## D MEETINGS

### D1 Annual General Meeting (AGM)

**The Club's AGM** shall be held during February each year, at a time and place determined by **The Committee** and advised to **Members** in advance.

In the event of a need to change the published **AGM** date, notice of the revised date shall be provided to **Members** in any form deemed suitable by **The Committee**, at least 14 days in advance of the revised **AGM**.

### D2 Business of the AGM

The purpose of the **AGM** shall be to:

- 1/ Receive and approve the minutes of last years **AGM**, and deal with any matters arising
- 2/ Receive the outgoing report of The Chairman
- 3/ Receive and approve the outgoing report of **The Treasurer** and the Club's Accounts
- 4/ To agree any changes to the **Schedule of Club Waters** for the forthcoming or future **Membership Year**
- 5/ To agree any changes to the **Schedule of Membership Fees** for the forthcoming or future **Membership Year**
- 6/ To agree any changes to the **Schedule of HAC Angling Rules** for the forthcoming or future **Membership Year**
- 7/ To agree any changes to **The Constitution**
- 8/ To conduct any other business of **The Club**
- 9/ Conduct the election/re-election of **The Committee**
- 10/ Conduct the election/re-election of the **Club President** and **Club Officers**
- 11/ Confirm any other roles on **The Committee or HAC**

### D3 Extraordinary General Meeting (EGM)

An **EGM** may be called by **The Committee**, or following the request of a *Full Member* sent to **The Committee** in writing and seconded by at least 10 other *Full Members*.

Notice of the **EGM** shall be provided to **Members** in any form deemed suitable by **The Committee**, at least 14 days in advance of the **EGM**, and clearly stating the proposals to be considered at that meeting.

### D4 Committee Meetings

At least 4 meetings of **The Committee** shall be held each **Membership Year** to discuss and resolve the routine business of **The Club**. Any member of The Committee who does not attend (or have apologies notified/accepted) at least 75% of the Committee Meetings held each calendar year shall not be eligible for re-election.

### D5 Resolutions

Any changes to **HAC Rules** can only be made after a suitable resolution is proposed and voted for at an **AGM** or **EGM**.

The tabled resolution must outline the proposals for change in a form that can be voted upon by those present. Resolutions may be proposed by:

a/ **The Committee**

or

b/ A *Full Member* who has provided a written copy of a proposed resolution to **The Committee**, seconded by two other *Full Members*, at least 14 days prior to the meeting.

Verbal proposals to amend resolutions already tabled for consideration at an **AGM** or **EGM**, may only be made by a *Full Member* who is present, and where their proposal to do so is verbally seconded by another *Full Member*.

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- D6 Voting  
Except as outlined in Clause G3, all business being conducted during any meeting of **The Club** shall, subject to the meeting being quorate, be agreed on the basis of a simple majority vote of those *Full Members* present and voting, excluding any recorded abstentions.
- The Chairman** shall not vote except in the event of a tied vote, in which case **The Chairman** shall, wherever practical, exercise a casting vote for the status quo.
- D7 Quorum  
Other than at meetings held in accordance with Clause G1, at all meetings of **HAC** a quorum shall exist when there are at least five members of **The Committee** present, including the **Chairman** or **Vice Chairman**, but excluding any co-opted *Additional Full Members*.
- E CLUB FINANCES**
- E1 The Club Financial Year  
**The Club Financial Year** shall run from 1<sup>st</sup> January to 31<sup>st</sup> December.
- E2 The Club Accounts  
**The Club Accounts** for the preceding **Club Financial Year** shall be prepared annually by the **Treasurer** and presented to **Members** at each **AGM**.
- The Club Accounts** shall take the form of a summary balance sheet, showing income received and expenditure incurred for the **Club Financial Year**. **The Club Accounts** shall be signed by the **Treasurer**, and countersigned by the **Club Auditor**, to indicate that, to the best of their knowledge and belief, they are a true representation of the financial affairs of **The Club**.
- E3 Bank Accounts  
**The Club** shall maintain suitable UK banking facilities. Two signatures of members of **The Committee** (but excluding any co-opted Members or *Additional Full Members*) shall be required for the issue of cheques, one of the signatories being of the **Treasurer** or **Chairman**. Any digital (e.g. online) expenditure transactions may be authorised by the **Treasurer** alone, but must be reported to **The Committee** at the next available meeting of **The Committee**.
- E4 Insurances  
**The Committee** shall effect and maintain suitable insurance(s) to protect the legal liabilities of **The Club** and its **Members**. **The Committee** may also arrange any other insurance(s) deemed necessary to protect the further interests of **The Club** or its **Members**.
- F CLUB WATERS**
- F1 A **Schedule of Club Waters** shall be maintained by **The Committee**, with any changes made in accordance with clauses F3 and F4.
- F2 A list of **Club Waters** shall be provided to **Members** on request, but shall otherwise be maintained on the **HAC** website.
- F3 **Club Water(s)** may be obtained at any time at the discretion of **The Committee**.
- F4 **Club Waters** shall not be relinquished/disposed of by **The Committee** without a suitable resolution being proposed and voted for at an **AGM** or **EGM** - unless exceptional circumstances apply, for example but not limited to: termination of fishing rights, non-renewal of a lease, unreasonable rent increases by the owner of a **Club Water**; or the effective destruction of a fishery through fish kills, environmental degradation or changes to access arrangements,

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## **G TERMINATION AND MERGER**

### **G1 Dissolution**

Unless **The Club** ceases to exist by virtue of an agreed merger/transfer under the terms of Clause G2, **HAC** will continue to exist unless there are insufficient *Full Members* prepared to act as **The Committee** following the **AGM** or an **EGM**.

In such circumstances the outgoing members of **The Committee** shall have their terms of office extended for 60 days, during which time they must arrange and notify in writing all

**Members** of the date of an **EGM**, at which meeting they will either attempt to form a new **Committee** or propose a suitable resolution for dissolution of **The Club**.

Should it be resolved at the **EGM** that **HAC** be dissolved, an emergency **Dissolution Committee** of at least 3 *Full Members* shall be voted into temporary office by those *Full Members* present. From within their number the **Dissolution Committee** shall elect a Dissolution Chairman, Secretary and Treasurer whose tasks shall be to trace, realise and account for all the due or held monies, assets and effects of **The Club** and, after settlement of any debts and charges, donate any balance to a charity that exists to protect or promote freshwater angling.

The intended recipient charity shall be voted for at the **EGM** at which the **Dissolution Committee** is formed, after nominations made by those **Members** present are proposed and voted upon.

### **G2 Merger/Transfer of The Club or Club Waters**

Any proposal to merge **The Club** with another angling organisation/club, or transfer any of the **Club Waters**, assets or effects to another angling organisation/club shall only proceed if agreed by **The Committee** and a suitable resolution being proposed and voted for at an **AGM** or **EGM**.

### **G3 Voting**

Resolutions on dissolution, merger or transfer will only be valid if proposed and then voted for by at least 75% of those *Full Members* present and voting at an **AGM** or **EGM**, including any recorded abstentions.

## **H HAC ANGLING RULES**

**H1** A **Schedule of HAC Angling Rules** shall be maintained by **The Committee** in accordance with this section.

**H2** As required, at each **AGM** **The Committee** shall propose, and *Full Members* be asked to approve, any changes to the Schedule of HAC Angling Rules for the forthcoming **Membership Year**.

**H3** The **HAC Angling Rules** shall be available via the **HAC Website**, with copies/relevant extracts also be provided on/with Day/Guest tickets and to those participating in matches.

**H4** **Members** must abide by the adopted **HAC Angling Rules** when attending or fishing **Club Waters**, plus any related notices or additional rules displayed.

**H5** **Members** found by **The Committee** to be in breach of **HAC Angling Rules** shall be liable to disciplinary action by **The Club**.