



Huddersfield Laund Hill Community Club

Constitution

September 2021

1. NAME

1.1 The name of the Club is “Huddersfield Laund Hill Community Club” (HLHCC), hereafter to be referred to as “The Club” or “The Charity” of the same name, of Huddersfield Laund Hill Community Club, New Hey Road, Salendine Nook, Huddersfield, HD3 3XF.

1.2 The Club is to be registered as a charity, whose aims and objectives are set out below.

1.3 The football section shall be known as “Huddersfield LH AFC” and shall have the status of an Affiliated Member Club of The Football Association by virtue of its affiliation to West Riding County Football Association.

1.4 The rugby section shall be known as “Huddersfield LH RUFC” and shall have the status of an Affiliated Member Club to the RFU and Yorkshire RFU.

1.5 Any other sport sections adopted by The Club shall be known as “Huddersfield LH (name of sport) Club” and must have the status of an Affiliated Member Club to their relevant governing body.

2. AIMS AND OBJECTIVES

The community club’s aims and objectives are:

2.1 Community

To further or benefit community participation, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation leisure time occupation with the objective of improving the conditions of life for the residents.

In furtherance of these objects but not otherwise, the trustees shall have power:

To establish or secure the establishment of a community centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects.

To promote for the benefit of the community the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the inhabitants of the community.

2.2 Sports

The promotion of community participation in healthy recreation in particular by the provision of facilities for the playing of sports. All sections of the Club will be expected to follow, where appropriate, any rules and regulations laid down by their national governing bodies.

2.3 Young People

To advance in life and help young people through:

- (a) The provision of recreational and leisure time activities provided in the interest of social welfare, designed to improve their conditions of life;
- (b) Providing support and activities which develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals;
- (c) Helping young people, especially but not exclusively through leisure time activities, so as to develop their capabilities that they may grow to full maturity as individuals and members of society.
- (d) Acting as a resource for young people providing advice and assistance and organising programmes of physical, educational and other activities as a means of:
- (e) Providing recreational and leisure time activity in the interests of social welfare for people living in the area of benefit who have need by reason of their youth, age, infirmity or disability, poverty or social and economic circumstances with a view to improving the conditions of life of such persons.

2.4 Other specific functions

- (a) To foster and promote the sports and recreational activities adopted by The Club at all levels within sport and within the community, by providing opportunities and activities for recreation, coaching and competition.
- (b) To manage the facilities and assets of HLHCC.
- (c) To encourage all members to participate fully in all activities of The Club.
- (d) To ensure a duty of care to all members of The Club.
- (e) To encourage events that bring the wider community together

3. MEMBERSHIP

3.1 Membership is of Huddersfield Laund Hill Community Club, not of a particular sports or non-sporting section.

3.2 Membership of The Club shall be open to anyone regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs; however, limitation of membership according to available facilities is allowable on a non-discriminatory basis.

3.3 The Club may have different classes of membership and subscription on a non-discriminatory and fair basis, and will keep subscriptions at levels that will not pose a significant obstacle to people participating.

3.4 The Board may refuse membership only for good cause such as conduct or character likely to bring The Club or sport into disrepute. Appeal against refusal may be made to Board who shall appoint an Appeals Committee to hear the appeal (refer to Discipline Procedure).

3.5 Junior membership shall be by completion of a membership application form online, payment of the relevant subscription fee and by acceptance of the Club's Code of Conduct / Set of Rules for Young People, before membership shall be deemed complete.

3.6 Membership of The Club shall be by completion of a membership form online, payment of the relevant subscription fee and by acceptance of the Club's Senior Members Code of Conduct, before membership shall be deemed complete.

3.7 No person shall be eligible to take part in the business of The Club, or eligible for selection for any of The Club's sports teams, unless the appropriate subscription has been paid.

3.8 All Members will be subject to the regulations of The Constitution, and by joining The Club will be deemed to accept these regulations and any Codes of Conduct and Discipline Procedure that The Club has adopted. The Constitution shall identify those Members eligible to vote at any General Meetings.

3.9 Any Member expelled, or otherwise ceasing to be a Member of the Club, shall forfeit all such rights to, or claims upon, The Club, its property or funds, as he otherwise would have by reason of membership. If having paid a subscription, depending on circumstances, it may be returned otherwise subscriptions are not refundable.

4. CLASSES OF MEMBERSHIP

There shall be classes of membership available as follows:

4.1. Junior Playing Membership (under 18 years as at 1st September of the current year).

4.2. Senior Playing Membership (over 18 and those who actively take part in sports offered by The Club).

4.3. Coaches Membership (coaches, team managers, etc.).

4.4. Social Membership (all other supporters of The Club)

4.5. "Third Party Club" Member (clubs/organisations associated with the community club eg running club member)

Playing, Coaches, Third Party Club and Social Members shall be collectively known as Members and members over the age of 18 shall have the right to vote at any General meetings.

5. TERMINATION OF MEMBERSHIP:

Membership is terminated if:

- 5.1 The member dies or, if it is an organisation, ceases to exist;
- 5.2 Any sum from the member to the Club is not paid in full within three months of it falling due;
- 5.3 The member is removed from membership by a resolution of the directors that it is in the best interests of the Club that his or her or its membership is terminated.
- 5.4 A resolution to remove a member from membership may only be passed if:
 - (a) The member has been given at least twenty-one days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it is to be proposed;
 - (b) 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

6. GUESTS, VISITORS, SUPPORTERS AND PARENTS / GUARDIANS / CARERS:

- 6.1 Members may invite and entertain guests at the Club. Non-members are also welcome at The Club to drink at the bar or for booked events or events organised by Members.
- 6.2 No person whose membership of the Club has officially terminated, or whose application for membership has at any time been rejected, shall be admitted as a guest. The Board may suspend any Member who takes undue advantage of this rule to the detriment of the Club.
- 6.3 Members of visiting sports teams competing in events against club teams, and their supporters, shall be permitted entry to the Club premises.
- 6.4 The parent / guardian / carer of a Junior Member shall be permitted entry to the Club premises as part of their junior membership and shall be bound and submit to the Constitution of the Club and Parent and Carers Code of Conduct.
- 6.5 Every guest, visitor and supporter shall be bound and submit to the constitution of the Club. The Club staff through the Board reserves the right to refuse admission to any such guest, visitor or supporter at their absolute discretion.

7. OFFICERS OF THE CLUB (DIRECTORS)

7.1 The Board shall comprise of five directors with specific roles as follows:

- (a) Chairperson
- (b) Treasurer
- (c) Secretary
- (d) Projects & Development
- (e) Commercial

7.2 Sections:

Each section shall appoint Officers as necessary for the management of that section. Each section shall maintain and have access to the list of members for each class of membership, Junior, Playing and Non-Playing for their section. Each section shall have a Welfare Officer who shall be responsible for the protection and support of young people and will, therefore, act as a first point of contact for any person who has a concern about child welfare and protection. The Board should be informed of any concerns raised.

Each section should nominate a representative to attend Board meetings as a non-voting member, and also nominate a section treasurer to authorise payments on behalf of the section through the central accounting function.

7.3 The Non-Executive Officers (Non Board Voting) shall be as follows:

- (a) Honorary President.
- (b) Honorary Life Members.

These positions are not required for the Board and do not need to be filled.

8. ELECTION OF DIRECTORS

Directors shall be elected for a period of three years, and shall be eligible for re-election to the same office, or to another office, every three years. Each candidate nominated shall be proposed in writing to the Board Chair fourteen days prior to the Annual General Meeting (AGM), together with assurances that the nominees are willing to stand, to allow the Board time to review the capabilities and ensure they meet the “fit and proper person” test. Should there be more than one nomination for any one post then there shall be a ballot of the Board Members present. A simple majority is all that is required, with the Chair having the casting vote, if the vote is equal.

9. DIRECTORS

9.1 Requirements

- (a) A director must be a natural person aged 21 years or older.
- (b) No one may be appointed a director if he or she would be disqualified from acting as a director for “unfit conduct” as laid down in the Company Directors Disqualification Act, 1986.
- (c) The number of directors shall be five (5) with an option for an additional sixth non-voting Associate Director to represent the site landlord.
- (d) The first directors shall be those persons notified to Companies House as the first directors of the Club.
- (e) A director may not appoint an alternate director or anyone to act on their behalf at meetings of the directors.

9.2 Powers of directors

- (a) The directors shall manage the business of the Club and may exercise all the powers of the Club unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.
- (b) No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors.
- (c) Any meeting of the directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors.

9.3 Scope and powers permitting directors' / connected persons' benefits

- (a) A director or connected person may not receive a benefit from the Club in the capacity of a beneficiary of the Club.
- (b) A director or connected person may not enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Club where that is permitted in accordance with, and subject to the conditions in, section 73A to 73C of the Charities Act 1993.
- (c) The directors may arrange for the purchase, out of the funds of the Club, of insurance designed to indemnify the directors in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.
- (d) A director or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public.
- (e) A director is entitled to be reimbursed from the property of the Club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Club.
- (f) None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Club.

The above does not prevent a member who is not also a director receiving reasonable and proper remuneration for any goods or services supplied to the Club. Any remuneration must be made visible to the members on request and also published in the annual Accounts of the Club.

9.4 Provision of goods and services, employment, other remuneration /financial benefits – directors /connected persons.

No director or connected person may:

- (a) Buy any goods or services from the Club on terms preferential to those applicable to members or the public;
- (b) Sell goods or services, or any interest in land to the Club;

9.5 Disqualification and removal of directors

A director shall cease to hold office if he or she:

- (a) Ceases to be a director by virtue of any provision in the Companies acts or is prohibited by law from being a director;
- (b) Is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- (c) Ceases to be a member of the Club;
- (d) Becomes incapable by reason of mental disorder, illness or injury of managing and administering their own affairs;
- (e) Resigns as a director by notice to the Club, or
- (f) Is absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that their office be vacated.

9.6 Board Meetings

- (a) The directors may regulate meetings as they think fit, subject to the provisions of the articles.
- (b) Any director may call a meeting of the directors.
- (c) The Chairperson must call a meeting of the directors if requested to do so by a director.
- (d) Questions arising at a meeting shall be decided by a majority of votes.
- (e) A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all the other participants.
- (f) No decision may be made by a meeting of the directors unless a quorum is present at the time the decision is purported to be made ('Present' includes being present by suitable electronic means agreed by the directors in which a participant or participants may communicate with all the other participants.)
- (g) The quorum shall be three or such larger number as may be decided from time to time by the directors.
- (h) A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.
- (i) The person appointed to chair meetings of the directors shall have no functions or powers except those conferred by the Articles or delegated to them by the directors.

9.7 Delegation

- (a) The directors may delegate any of their powers or functions to a committee of two or more directors but the terms of any delegation must be recorded in the meeting minutes.
- (b) The directors may impose conditions when delegating, including the conditions that:
 - The relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - No expenditure may be incurred on behalf of the Club except in accordance with a budget previously agreed with the Board.

- (c) The directors may revoke or alter a delegation.
- (d) All acts and proceedings of any committees must be fully and promptly reported to the directors.

9.8 Declaration of directors' interests

A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared.

A director must absent himself or herself from any discussions of the directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any personal financial interest).

9.9 Conflicts of interests

If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the un-conflicted directors may authorise such a conflict of interests where the following conditions apply:

- (a) The conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) The conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- (c) The un-conflicted directors consider it is in the interests of the Club to authorise the conflict of interests in the circumstances applying.

9.10 Indemnity

(a) The Club shall indemnify every director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Club.

(b) In this article a "relevant director" means any director or former director of the Club.

- (c) The charity may indemnify an auditor against any liability incurred by him or her or it:
- In defending proceedings (whether civil or criminal) in which judgement is given in his or her or its favour or he she or it is acquitted; or
 - In connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

9.11 Rules

(a) The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Club.

- (b) The bye laws may regulate the following matters but are not restricted to them:
- The admission of members of the Club (including the admission of Organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - The conduct of members of the Club in relation to one another, and to the Club's employees and volunteers;
 - The setting aside of the whole or any part or parts of the Club's premises at any particular time or times or for any particular purpose;

- The procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;
 - Generally, all such matters as are commonly the subject matter of company rules.
- (c) The Club in a general meeting has the power to alter, add to or repeal the rules or bye laws.
- (e) The directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Club.
- (f) The rules or bye laws shall be binding on all members of the Club. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

10. MANAGEMENT BOARD:

The affairs of The Club shall be conducted by a Board comprising five Executive Directors of The Club and a representative elected from each section. Only Directors shall be entitled to vote at Board meetings.

The Secretary of the Board shall conduct the correspondence of The Club, have custody of all documents belonging to The Club and keep full and correct minutes of all proceedings of The Club.

The Treasurer shall keep the accounts of The Club and shall provide an annual Statement of Accounts for the Annual General Meeting.

The Board will be convened by the Chairperson and shall meet at agreed intervals and not less than four times per year. The quorum required for business to be agreed at Board meetings shall be three.

An elected Board member ceases to be such if he or she ceases to be a Member of The Club, resigns from their office by written notice, or is removed by The Board for good cause. The member concerned may appeal against removal (refer to Discipline Procedure).

10.1 The duties of the Board shall be:

- (a) To control the affairs of The Club on behalf of the members.
- (b) To keep accurate accounts of the finances of The Club through the Treasurer. These should be available for reasonable inspection by Members and should be audited before every Annual General Meeting. The Club shall maintain the bank current account and the following Officers shall be authorised to sign cheques and authorise bank transfers or payments online: any one from the Chairperson, Treasurer or Board director formally agreed as a signatory. All transactions must be authorised by a relevant person and sections must authorise their own expenses.
- (c) To make decisions on the basis of a simple majority vote. In the case of equal votes, the Chairperson shall be entitled to an additional casting vote.
- (d) To co-opt additional Members on to The Board, to appoint sub-committees, or to co-opt advisers (who may not be Club Members) to give advice on specialist subjects, as The Board feel is necessary. Co-opted Members shall not be entitled to a vote on The Committee.

10.2 The Board has the power to:

- (a) Take out any Insurance for The Club, clubhouse, contractors, players, guests and third parties.

- (b) Draw up Codes of Conducts and Policies applicable to all Members and Parents/Carers.
 - (c) Draw up a Discipline Procedure that will ensure fair and consistent treatment of members when formal action becomes necessary.
 - (d) Raise funds by appeals, subscriptions, loans, grants and charges.
 - (e) Open bank accounts and invest funds in any lawful manner.
 - (f) Arrange for the investments or other property of the charity to be held in the name of a nominee;
 - (g) Set aside funds for special purposes or as reserve.
 - (h) Make grants and loans, and provide other benefits.
 - (i) Buy, lease or licence property and sell, let or otherwise dispose of the same.
 - (j) Engage contractors or others to provide services.
 - (k) To employ and remunerate such staff as are necessary for carrying out the work of the charity. The charity may employ or remunerate a director only to the extent it is permitted to do so by The Articles and provided it complies with the conditions in the Articles.
 - (l) Provide coaching, training, first aid, social and other facilities.
 - (m) Co-operate with, or affiliate to, any bodies regulating, organising or involved with sports adopted by The Club.
 - (n) To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
 - (o) To acquire, merge with or enter into any partnership or joint venture arrangement with any other Club or charity;
 - (p) Co-operate with Government and related agencies.
 - (q) To pay out of the funds of the Club, the costs of forming and registering the Club both as a company and as a charity;
 - (r) Do all other things reasonably necessary to advance the aims and objectives of The Club.
 - (s) Elect as Honorary Life Members any Member who in the opinion of the Committee has rendered special and/or long service to The Club. The election of such Honorary Life Members shall not take effect until confirmed by the next Annual General Meeting. The number of Honorary Life Members shall not at any time be significant in proportion to the total number of Members of The Club.
- None of the above powers may be used other than to advance the aims and objectives of The Club in a manner consistent with the Constitution and General Law.

11. MEETINGS

At all Meetings, the Chair will be taken by the Chairperson or, in their absence, by a deputy appointed from The Board. Decisions made at a General Meeting shall be a simple majority vote from those eligible Members present and voting at the meeting. In the event of equal votes, the Chair shall be entitled to an additional casting vote. Each adult Member of The Club shall be entitled to one vote at General Meetings. A quorum for a General Meeting shall be three from the Board.

11.1 The Annual General Meeting (AGM):

The Club year will run from 1st June to 31st May and the AGM shall be held not later than the end of August each year. Written notice (specifying the date, time and place of the meeting) of twenty-one days (21) shall be given to Members by posting the notice on the Club notice board and The Club's website. Members must advise the Secretary in writing of any other business to be moved at the AGM at least fourteen days before the meeting. The Secretary shall circulate or give notice of the agenda for the meeting to Members not less than seven days before the meeting.

The business of the Annual General Meeting shall be to:

- (a) Confirm the minutes of the previous A.G.M. and any Special General Meetings held since the last A.G.M.
- (b) Receive the accounts for the year from the Treasurer.
- (c) Receive the annual report of the Board from the Secretary.
- (d) Receive the annual report from each section.
- (e) Elect Directors of the Club.
- (f) Transact such other business as received and included in the agenda.

11.2 Notice of general meetings

- (a) The minimum periods of notice required to hold a general meeting of the Club are:
 - Twenty-one clear days for an AGM or a general meeting called for the passing of a special resolution;
 - Fourteen clear days for all other general meetings.
- (b) The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 19.
- (c) The notice must be given to all the members and to the directors and auditors.
- (d) The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Club.

11.3 Minutes

The directors must keep minutes of all:

- (a) Appointments made by the directors;
- (b) Proceedings at meetings of the charity;

(c) Meetings of the directors and committees of directors including:

- The names of the directors present at the meeting;
- The decisions made at the meetings; and
- Where appropriate the reasons for the decisions.

Decisions and outcomes from Board meetings will be published to the Club members
Decisions from issues raised by sections to the Board will be published to the Club members.

12. ALTERATIONS TO THE CONSTITUTION:

The Management Board (The Board) may adopt rules and regulations relating to the operation of a playing section. These may be amended by The Board but any amendments must comply with the requirements of any governing/awarding bodies as they may be amended from time to time. In the case of any conflict between the provisions of The Club's constitution and the requirements of a relevant governing/awarding body, the governing/awarding body's requirements shall take precedence. No alteration to The Constitution shall be made except at the Annual General Meeting or at a Special General Meeting convened for that purpose, and only if supported by two-thirds of those eligible members present and voting at such meeting, assuming that a quorum has been achieved.

Any proposed alteration to The Club Constitution may only be considered at an Annual or Special General Meeting, convened with the required written notice of the proposal. Any alteration or amendment must be proposed by, and seconded by, a Member of The Club. Such Alterations shall be passed, if supported, by two-thirds of the eligible members present and voting at the meeting, assuming that a quorum has been achieved.

13. FINANCE:

13.1 Financial Structures

- (a) All Club monies shall be banked in an account in the name of The Club.
- (b) The Treasurer shall be responsible for the finances of The Club and for providing a report on the financial position as required by The Board.
- (c) The Treasurer shall ensure that The Club maintains adequate and appropriate insurance to cover the activities of the Club.
- (d) The financial year-end will be end of May.
- (e) The Treasurer shall present an annual Statement of Accounts at the Annual General Meeting.
- (f) Any cheques drawn, transfers or online payments against Club funds should be authorised and hold the signature of the Treasurer, Chairman or Board approved signatory.

(g) An annual Statement of Accounts for each section will be provided at the end of their playing season or year end.

(h) All monies for membership subscriptions and donations to The Club are to be paid directly to The Club Account.

(i) Any surplus incomes or gains are to be reinvested in The Club and there shall be no distribution of assets in cash or kind to members or third parties.

(j) All sections and third party clubs will have their own Profit and Loss account and Balance sheet, and then will be consolidated under the Community Club's Profit and Loss account and Balance sheet.

13.2 Annual Report and Return and Register of Charities

The directors must comply with the requirements of the Charities Act 1993 with regard to the:

- (a) Transmission of the statements of account to the charity;
- (b) Preparation of an Annual Report and its transmission to the Commission;
- (c) Preparation of an Annual Return and its transmission to the Commission.

The directors must notify the Commission promptly of any changes to the Club's entry on the Central Register of Charities.

13.3 Property and Funds

(a) The funds of The Club cannot be used for the direct or indirect private benefit of Members.

(b) All surplus income or profits shall be maintained in and reinvested in The Club.

(c) The Club may, in connection with purposes of The Club, sell or supply food, drink, related club and sports clothing and equipment.

(d) The Club section may pay for reasonable hospitality for visiting teams or guests.

(e) The Club may remunerate Members for providing goods and services on fair terms set by The Board. If Sections wish to pay players, it must be done so through the Club payroll and follow all the rules and regulations set out by their appropriate body.

(f) The Club may indemnify The Board and Members acting properly in the course of the running of The Club against any liability incurred in the proper running of The Club (but only to the extent of its assets).

14. INTOXICATING LIQUOR:

Subject to grant of Club Premises Certificate, the following shall apply:

(a) Intoxicating Liquor shall be supplied on the club premises, to Members, guests, visitors, etc who are over the age of eighteen, during the following hours:

- On Mondays to Saturdays-10.00am to 11.00pm.
- On Sundays and Good Fridays-12.00 noon to 10.30pm.
- On Christmas Day-Closed.

(b) The Bar may be closed at any time during the permitted hours at the discretion of the Bar Committee or Duty Steward.

(c) The supply of intoxicating liquor will only be available within the permitted hours and on occasions agreed by the Bar Committee.

(d) During said hours Members and visitors (over the age of eighteen) may purchase intoxicating liquor for consumption off the premises.

(e) No person shall be paid at the expense of the Club any commission, percentage or similar payment on or with reference to the purchase of intoxicating liquor by The Club and no person shall directly or indirectly derive any financial benefit from the supply of intoxicating liquor by or on behalf of The Club to Members or visitors, apart from any benefit which may thereby accrue to The Club as a whole.

(f) The supply to The Club of intoxicating liquor shall be under the sole control of the Bar Committee/Duty Steward, who shall arrange for the purchase thereof on behalf of The Club.

(g) The bar staff have the right to refuse selling intoxicating liquor to any person who they feel is under age and also any person who they feel should not be drinking intoxicating liquor or is causing a disturbance.

15. DISCIPLINE AND APPEALS:

All members are required to comply with the current HLHCC Discipline Procedure.

16. MEANS OF COMMUNICATION

16.1 Subject to the Articles, anything sent or supplied by or to the Club under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Club.

16.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

16.3 Any notice to be given to or by any person pursuant to the Articles:

- (a) Must be in writing; or
- (b) Must be given in electronic form.

16.4 The Club may give any notice to a member either:

- (a) Personally; or
- (b) By sending it by post in a prepaid envelope addresses to the member at his or her address; or
- (c) By giving it in electronic form to the member's e-mail address.

16.5 A member who does not register an address with the Club or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Club.

17. DISSOLUTION

17.1 If at any General Meeting of The Club, a resolution be passed calling for the dissolution of The Club, the Secretary shall immediately convene a Special General Meeting of The Club to be held not less than one month thereafter to discuss and vote on the resolution.

17.2 If at that Special General Meeting the resolution is carried by at least two-thirds of the voting membership present at the meeting, The Committee shall thereupon, or at such a date as shall have been specified in the resolution, proceed to realize the assets of The Club and discharge all debts and liabilities of The Club.

17.3 The Board will then be responsible for the orderly winding up of The Club's affairs.

17.4 The directors of the Club may at any time before, and in expectation of, its dissolution resolve that any net assets of the Club after all its debts and liabilities have been paid, or provision has been for them, shall on or before the dissolution of the Club be applied or transferred in one or more of the following ways:

(a) To another club with similar sports and community purposes which is a registered charity, and/or

(b) To another club with similar purposes which is a registered Community Club, and/or

(c) To a sports/community governing body for use by them for related community sports/events

(d) Directly for the aims and objectives

17.5 In no circumstances shall the net assets of the Club be paid to or distributed among the members of the Club, and if no resolution in accordance with article 58(1) is passed by the members or the directors the net assets of the Club shall be applied for charitable purposes as directed by the Court or the Commission.

18. DECLARATION:

Huddersfield Laund Hill Community Club hereby adopts this Constitution as a current operating guide regulating the actions of all Members.

SIGNED

Name – Stephen Graley

Position – Director and Chair

Signature -

Date – 14/09/21

SIGNED

Name – Richard Spsychalski

Position - Director

Signature -

Date – 14/09/21

SIGNED

Name – Dean Morgan

Position - Director

Signature -

Date – 14/09/21

SIGNED

Name – David Mosley

Position - Director

Signature -

Date – 14/09/21

SIGNED

Name – Allan Scholefield

Position - Director

Signature -

Date – 14/09/21