



OUTPLAY SQUASH CONSTITUTION

APPROVED AT THE AGM 28th JANUARY 2023

1. NAME

1.1 The name of the group is OutPlay Squash (the “Group”).

2. ADDRESS

2.1 The Group shall be based at various sports centres which may vary from time to time based upon the Group’s requirements.

3. STATUS

3.1 If the Management Committee (the “Committee”) considers it beneficial to the Group, it shall be affiliated to England Squash, the European Gay & Lesbian Sport Federation and other LGBTQ+ sports federations as appropriate.

4. AIMS

4.1 The aim of the Group shall be to encourage squash within the LGBTQ+ community at all levels as an enjoyable, healthy sport and as a means to meet people in a friendly non-commercial atmosphere.

5. OBJECTIVES

5.1 The following objectives shall be reviewed, updated and amended as agreed by a two thirds majority of the Members voting at the time of the Annual General Meeting (the “AGM”) and/or under a Voting Scheme as detailed in Article 11.4.

- a) Encourage squash players and prospective squash players of all abilities.
- b) Encourage diversity within the Group.
- c) Develop existing players' standards.
- d) Encourage new groups or sections of the Group in London and wherever practicable establish additional squash sessions for the Group.
- e) Encourage the Group to support groups in other parts of the country.
- f) Promote awareness in a positive way by competing in inter-group matches.
- g) Run LGBTQ+ squash tournament(s) in London on an annual basis.
- h) Develop social events throughout the year.
- i) Help develop LGBTQ+ sports by encouraging the Group to compete in LGBTQ+ competitions in the United Kingdom and abroad.
- j) Keep members regularly informed of Group events.
- k) To carry out such other events or activities as the Management Committee may from time to time consider beneficial for the Group and its stated Objectives.

6. ELIGIBILITY AND TERMS OF MEMBERSHIP

6.1 Membership shall be open to all individuals over the age of 18 (eighteen) years regardless of gender, sex, sexual orientation, race or disability.

6.2 The membership of the Group shall be divided into Annual Members and Daily Members. The term "Members" shall apply to both Annual Members and Daily Members.

6.3 The Annual Membership Fee may be increased at any time by the Committee but such adjustment may not be retrospective for paid up Annual Members. At the discretion of the Committee, Annual Members joining late during a Membership Year may receive a pro rata reduction.

6.4 The commencement of the first Membership Year shall be determined by the Committee and thereafter each Membership Year shall commence immediately following the end of the immediately preceding Membership Year.

6.5 Subject to Article 8.1 below (and any matters reserved for Annual Members), any Member may play or attend a Group organised session (whether squash social or otherwise). No person shall be permitted to play at a Group organised squash session unless a Member.

6.6 Guests of Members of the Group at organised non-squash sessions shall be the responsibility of the respective Member.

6.7 Squash and non-squash sessions may have additional fees reflecting the costs of that activity.

6.8 Annual Members only will be entitled to:

- a) Vote in AGMs or EGMs
- b) Stand for election to the Management Committee
- c) Put down motions for determination at the AGM or EGMs
- d) Receive regular information of the Group's activities
- e) Join the internal league
- f) Be eligible to participate in the Middlesex League
- g) Participate in any additional activities organised for the Group and restricted by the Committee at its absolute discretion, to Annual Members
- h) Receive any additional benefits decided by the Committee at its absolute discretion to be for Annual Members only
- i) Be part of the Group's WhatsApp Members' group or its (social media) equivalent.

6.9 In addition, Annual Members are required to have been Annual Members for a period of at least 6 (six) weeks in the immediate twelve months preceding the date of the AGM or an EGM before being entitled to exercise rights detailed in the immediately foregoing points numbered 6.8a, 6.8b and 6.8c.

7. FEES

7.1 Fees payable by Members at any session (whether squash social or otherwise) shall be determined by the Committee from time to time having regard to the cost of the session in question and the overriding need for the Group not to run at a loss.

7.2 The Annual Membership Fee and the Daily Membership Fee shall be additional to any such fees.

8. ACTIVITY ENTITLEMENT

8.1 The Management Committee or any one of the Management Committee acting independently shall have the right (but without a responsibility) to exclude any Member or the Guest of any Member from any Group organised session (whether squash social or otherwise) or any part of such activity if in their opinion the Member or the said Guest does not possess the necessary squash skills to play the game safely and/or (in the case of non-squash sessions) in some other way is acting contrary to the aims and policies of the Group as defined in the Group's Constitution and associated Policies prepared from time to time under Articles 9.8 and 9.9 of the Constitution.

9. MANAGEMENT AND POWERS OF THE COMMITTEE

9.1 The business of the Group shall be directed by a Management Committee (the “Committee”) except for matters reserved under this Constitution for the Annual General Meeting (AGM) or an Emergency General Meeting (EGM). The Management Committee shall consist of:

- a) A President
- b) A Secretary
- c) A Treasurer
- d) A Social Secretary
- e) A Communications and Membership director

plus any number of Annual Members deemed necessary or desirable by the Management Committee in order that it can fulfil its functions.

9.2 The President may at their discretion vary the roles and descriptions from time to time of those posts detailed in 9.1d and 9.1e

9.3 Subject to the terms of Article 9.1, Article 9.4, and all members of the Management Committee are to be elected by a majority of Annual Members (complying with the requirements of Articles 6.1 to 6.9 (inclusive)) for a period from that AGM to the next following AGM. Annual Members only will be eligible to elect the Management Committee.

9.4 The Management Committee so elected may also co-opt additional Annual Members as it sees fit who may serve until the next following AGM.

9.5 The Management Committee shall meet regularly.

9.6 The main business of the Management Committee shall be to pursue the aims and objectives of this Constitution.

9.7 The Management Committee shall have the power to create sub-committees to undertake specialist tasks. The quorum for any Management Committee meeting shall be 3 (three) members, with the President of that meeting having a right to a casting vote.

9.8 The Committee shall have the power to determine the policy, direction and management affairs of the Group, subject always to the provisions of this Constitution. In addition to the powers and authority expressly conferred upon the Committee by this Constitution, the Committee may exercise all such powers and do all such acts and things as may be expressly directed or required to be executed or done by the Group at an Annual or Extraordinary General Meeting.

9.9 Without prejudice to the powers and obligations conferred upon the Committee by

Articles 9.8 the Management Committee shall have the following powers: to make, repeal and amend Policies and Codes of Conduct and Voting Schemes (with the express exclusion of provisions included in the Constitution) as the Committee sees fit for the management and wellbeing of the Group and its Members.

9.10 The Treasurer will inform the Committee immediately if they consider that there is a material risk that funds available to the Group are insufficient to permit the Group to fulfil its financial obligations for a forward-looking period of a minimum of 6 (six) months.

9.12 The Committee will respond to written questions relating to the Group received from Members within 7 (seven) Days of their receipt.

9.13 Subject to Section 10, the Committee shall have the power to make acceptance and compliance with Policies and Codes of Conduct a condition of Membership.

9.14 All Policies, Codes of Conduct and Voting Schemes that are current and made by the Committee under Article 9.9 must be available to Members on the Group's website at all times (save for period of website related maintenance or due to factors beyond the Committee's reasonable control) and shall be binding upon all Members unless repealed by the Committee.

10. COMPLAINTS, DISCIPLINARY MATTERS AND APPEALS

10.1 Complaints regarding the behaviour of Members should be sent in writing to the President or Secretary of the Group.

10.2 Where a complaint is made regarding the behaviour of a Member, the Committee will decide within 28 (twenty-eight) Days whether there is a case to answer and whether to hold a disciplinary hearing in relation to the complaint.

10.3 Subject to Article 10.11, disciplinary hearings must comprise a minimum of three Committee members and/or past Committee members as required to be quorate.

10.4 The Committee may decide to hold a disciplinary hearing of its own volition where the Committee considers that a Member's conduct is such that it is prejudicial to the interests of the Group.

10.5 If the Committee holds a disciplinary hearing, the Committee will invite both the complainant and the subject of the complaint to make representations – whether written or oral – to the Committee or individual Committee members as it sees fit. In either case, Members will be given at least 14 (fourteen) Days' notice of any hearing or request for a

meeting with a Committee member relating to a complaint.

10.6 Following any hearing, meeting and/or the receipt of submissions, the Committee shall decide whether or not to take any action in relation to the subject of the complaint. Action may *inter alia* include verbal or written warnings, asking the individuals involved to resolve the matter between themselves with or without the assistance of Committee members. The Committee's powers in respect of disciplinary action include the suspension and exclusion of the individual from the Group.

10.7 The Committee's decision in respect of a disciplinary hearing shall be notified in writing both to the complainant and to the subject of the complaint within 21 (twenty-one) Days of the hearing.

10.8 The subject of the complaint may appeal to the President in respect of any disciplinary action being taken within three Months of the decision being made.

10.9 The President shall have the power to annul the suspension, exclusion or other disciplinary action, or to annul it subject to the performance of any reasonable condition which the President may think fit to impose. The President's decision shall be final.

10.10 Persons whose exclusion is upheld on appeal, or who have not appealed within 3 (three) Months, may not reapply for membership for a period of 180 (one hundred and eighty) Days from the date of the final decision.

10.11 Where the Member in respect of whom the complaint is made is an official on the Committee or a past President, he or she shall not take part in any of the Committee proceedings outlined above. For the avoidance of doubt, this includes the President.

10.12 In the event that the President is excluded from taking part in the Committee proceedings (for reasons detailed in Article 10.11), the immediate past President (or if unavailable, their predecessor) shall assume the role of the President with respect to any appeal process as detailed in Articles 10.8 to 10.10 (inclusive).

11. THE ANNUAL GENERAL MEETING ("AGM") AND OTHER MEETINGS

11.1 The AGM shall be held each year. The Committee must notify Annual General Members of the AGM at least 21 (twenty one) Days in advance of its occurrence.

11.2 At the discretion of the Committee, Annual Members may attend and or vote at the AGM in person or by using other forms of communication.

11.3 Subject to Article 11.4, the quorum for the AGM whether in person or by means of electronic communication shall be a minimum of ten (10) Annual Members.

11.3 The business of the AGM shall include:

- a) Annual Report(s) from the Management Committee
- b) Election of Committee Members
- c) Amendments to the Constitution
- d) Motions tabled by Annual Members (complying with the requirements of Section 6)
- e) Any other business as determined by the outgoing committee

11.4 The Committee may decide that Annual Members who are not physically present at an AGM can also be permitted to vote on any matter as detailed in Article 11.3 above using physical or electronic forms of communication that the Committee deems to be appropriate from time to time (a Voting Scheme). Only votes cast will count. For the avoidance of doubt this includes all matters requiring a simple majority or some other majority threshold. In all cases, the President shall have the casting vote.

11.5 The rules for any Voting Scheme will be shared with Annual Members at least 10 Days in advance of the AGM.

11.6 Motions for debate at the AGM must be sent to the President or Secretary at least 14 (fourteen) Days in advance of the AGM.

11.7 The President or the Management Committee may at any other time call an Emergency General Meeting (an "EGM") of the Annual Members to deal with any business provided the same procedures are adopted as with the AGM and details of the nature of the business to be dealt with at the meeting shall be contained within the notice of EGM given to the Annual Members.

12. CHANGES TO THE CONSTITUTION

12.1 The Constitution may be amended or revoked by a resolution of a two-thirds majority of the Annual Members voting at the AGM or an EGM and/or under a Voting Scheme as detailed in Article 11.4.

12.2 Proposals to amend the Constitution should be submitted to the President or Secretary at least 14 (fourteen) Days prior to the AGM or EGM. The Secretary or President should then send/make available to all Annual Members, proposed amendments at least 10 (ten) Days prior to the AGM or EGM.

13. DISSOLUTION

13.1 The Group shall be dissolved upon a resolution to that effect passed by a two-thirds majority of those Annual Members voting in the AGM or an EGM and/or under a Voting Scheme as detailed in Article 11.4.

13.2 Following a resolution passed under Article 13.1, the Management Committee shall take appropriate action to convert into money all the property of the Group and to discharge all debts and liabilities of the Group up to the value of those monies. The remaining finances are to be donated to a charity to be agreed by a two-thirds majority of those Annual Members voting in the AGM and/or under a Voting Scheme as detailed in Article 11.4.

14. EXCLUSION FROM LIABILITY

14.1 Neither the Management Committee nor Members shall be liable to any Member or Guest of any Member for injury, or loss or damage to property or person occurring during the Group's social sessions or other organised squash or non-squash events.

14.2 The Management Committee relies upon the insurance (if any) of the Group and other venues at which its activities are conducted and shall have no liability whatsoever to any Member for any injury loss or damage to property or person whether or not such insurance is in force or Members are able to claim on such insurance.

Schedule A: defined terms

“Annual General Meeting” or **“AGM”** as detailed in Articles 11.1 to 11.4 (inclusive) of the Constitution.

“Annual Member(s)” means a person(s) who applies for annual membership of the Group and pays the Annual Membership Fee and agrees to be bound by the terms of the Group’s Constitution and associated Policies prepared from time to time under Articles 9.7 and 9.9 (inclusive) of the Constitution.

“Annual Membership Fee” means an annual fee to be determined from time to time by the Committee, payable in advance for each Membership Year or part thereof.

“Codes of Conduct” means documents pertaining to the conduct of Group Members and Guests as approved by the Committee under Articles 9.8 and 9.9 (inclusive) of the Constitution from time to time.

“Committee” or **“Management Committee”** the committee of OutPlay as elected by OutPlay Annual Members along with co-opted individuals.

“Constitution” means the latest version of this document that has been approved by Annual Members in line with the requirements set out herein.

“Days” means calendar days.

“Daily Member(s)” means a person(s) who is not an Annual Member and attends a squash session organised by the Group and pays a Daily Membership Fee and agrees to be bound by the terms of the Group’s Constitution and associated Policies prepared from time to time under Articles 9.8 and 9.9 of the Constitution.

“Daily Membership Fee” means a fee to be determined from time to time by the Committee, payable in advance for each Group squash session.

“Emergency General Meeting” or **“EGM”** as detailed in Article 11.8 of the Constitution.

“Guest(s)” means any paying or non-paying invitee(s) of a Member at an OutPlay organised squash or non-squash event.

“Group” means “OutPlay Squash” or any other name that Members chose for the Group from time to time subject to amendment of the Constitution.

“LGBTQ+” means Lesbian, Gay, Bisexual, Transgender, Queer and Questioning, plus other associated defined groups as may be added by the Committee from time to time.

“Management Committee” see Committee.

“Members” means Daily and Annual Members as defined in Schedule A of the OutPlay Constitution.

“Membership Year” means such period of no fewer than 10 (ten) Months and no greater than 14 (fourteen) Months as shall be determined from time to time by the Committee.

“Month(s)” means calendar months.

“Policy” or “Policies” means policy documents approved by the Committee under Articles 9.8 and 9.9 (inclusive) of the Constitution from time to time.

“Objectives” as defined in section 5 of the OutPlay Constitution.

“Voting Scheme(s)” subject to the provisions of the OutPlay Constitution, the rules and regulations that the Committee may develop from time to time to govern the means by which Annual Members’ vote in elections and/or on motions and other business including AGMs and EGMs.

“Week(s)” means calendar weeks.