

Constitution and Rules
Of
Yate & Sodbury Striders (YASS)



England Athletics Affiliation: 7693703

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Interpretation

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

AGM	Abbreviation for Annual General Meeting, Rule 12;
Committee	means the management committee of the Club from time to time;
Chairperson	means the person from time to time appointed as Chairperson of the Club in accordance with these Rules;
Club	means the club (Yate & Sodbury Striders or YASS) a not-for-profit Community Amateur Sports Club (CASC) intended to be regulated by these Rules;
EGM	Abbreviation for Extraordinary General Meeting, Rule 12;
England Athletics	means England Athletics Limited (company number: 05583713) (or its successor body);
General Meeting	means a general meeting of the Members (being either an AGM or an EGM);
Member	means a member of the Club (and a member shall be legally bound by these Rules in accordance with rule 10);
Objects	has the meaning given in Rule 3;
Officers	means the members of the Committee;
Club Secretary	means the person from time to time appointed as Club Secretary of the Club in accordance with these Rules;
Treasurer	means the person from time to time appointed as treasurer of the Club in accordance with these Rules;
UKA	means UK Athletics Limited (company number 03686940) (or its successor body);
Writing and written	By letter or email.
Y&DAC	Yate and District Athletics Club

2. **Name and Office**

- 2.1 The Club shall be called **YATE & SODBURY STRIDERS** or abbreviated as **YASS**.
- 2.2 The principal office of the Club shall be situated in England.

3. **Objective**

The objective of the Club is to show a pathway for England Athletic Masters aged runners, towards achieving personal success. To help and encourage runners to understand and realise their full running potential. To encourage members to embrace the whole sport of running.

To work with partner Yate and District Athletic Club, in a positive and productive manner.

To help promote and provide community participation in healthy recreation by offering facilities for enjoyable running, coaching, competition, and other services to support these activities.

4. **Equity**

- 4.1 The Club is committed to ensuring that equity is incorporated across all aspects of its operations, activities and development. In doing so, the Club acknowledges and adopts the following Sport England definition of sports equity:

'Sports equity is about fairness in sport, equality of access, recognising inequalities and taking steps to address them. It is about changing the culture and structure of sport to ensure it becomes equally accessible to everyone in society.'

- 4.2 **Annex – A** to this Constitution & Rules details the Club's full Inclusion and Diversity Policy.

5. **Exercise of Powers**

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

- 5.1 to manage and operate a Running Club;
- 5.2 to provide sports running and associated coaching and, training sessions
- 5.3 to participate in England Athletics Masters Qualifying races. British Masters Athletic Federation Team and individual Events.

- 5.4 to provide information, about “an other Discipline” to run track with our partner club Yate and District AC. To offer advice and guidance in running and/or athletics, competitions, coach development and other related activities;
- 5.5 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 5.6 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to open and operate bank accounts in the name of the Club;
- 5.7 to accept or disclaim gifts of money or any other property;
- 5.8 to raise funds and to invite and receive contributions;
- 5.9 to purchase, take on, hire, lease, acquire, alter, improve, construct and maintain property and equip it for use;
- 5.10 to reconstitute as a body corporate and transfer some or all of the undertaking, assets and liabilities of the Club to its corporate successor;
- 5.11 to insure the property of the Club against any foreseeable risk and to take out other insurance policies to protect the Club and the Officers when required including the provision of indemnity insurance to cover the liability of the Officers and other staff and volunteers;
- 5.12 to set aside income for special purposes or as a reserve against future expenditure but only in accordance with a policy in Writing on reserves determined by the Committee; and
- 5.13 to do all such other lawful things as may further or are conducive to the Objects or any of them.

6. Club Finances and Property

- 6.1 A bank account shall be opened and maintained in the name of the Club (**Yate & Sodbury Striders**). Designated account signatories shall be the Chairperson, the Club Secretary the Treasurer and the Senior Coach and Fixtures Secretary. No sum shall be expended from the Club Account except by cheque or by electronic transfer authorised by two of the approved designated signatories. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account as soon as is reasonably practicable. The Club Account shall be managed in accordance with any finance policy drawn up by the Committee and/or in accordance with the reasonable instructions of the Committee (acting collectively) from time to time.
- 6.2 The Club's financial year shall end on 31st December each year or such other date as the Committee may determine from time to time provided that no

financial year shall be shortened to less than nine months or extended to more than fifteen months.

7. Affiliation

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

8. Club Membership

- 8.1 The Members from time to time shall be those persons listed in the Club's register of competing and non-competing members which shall be maintained by the Membership Secretary.
- 8.2 The Committee may make bye laws under rule 27 below establishing classes of membership with different rights and obligations and shall record such rights and obligations in the Club's register of members.

9. Admission to Membership

- 9.1 Any person who wishes to be a member must apply in such form as is determined by the Committee from time to time and deliver it to the Chairperson or Membership Secretary.
- 9.2 Before formal acceptance of a candidate as a member, a "Physical Activity Readiness Questionnaire & Risk Assessment" (**Annex E**) shall be completed and signed by the candidate member. Where it is considered by the committee that the fitness of the candidate represents an unsatisfactory medical risk, membership will be denied (see section 11.1.6).
- 9.3 Membership of the Club is open to all Masters athletes without discrimination. The Club may refuse membership where admission may be contrary to the best interests of the sport, good conduct or the best interests/welfare of the candidate or the Club, membership will be denied. A Member/Candidate may appeal against any denial of membership in accordance with section 29.
- 9.4 The Committee or the Members may from time to time fix the levels of admission fees and annual subscriptions to be paid. The Committee shall use its best endeavours to ensure that any such fees or subscriptions do not preclude open membership of the Club.
- 9.5 Membership is not transferable to anyone else.

10. Conditions of Membership

- 10.1 These Rules, including any bye laws made under rule 27 below, shall form a binding agreement between each Member and Members shall comply with these Rules and bye laws.
- 10.2 The Members shall pay any admission fees and annual subscriptions set by the Committee under rule 9.3 above. Annual subscriptions for all members will include amongst other fees that includes but is not limited to; EA Affiliation YASS 1st Claim and Y&DAC 1st Claim "an other discipline" fees.
- 10.3 Members representing YASS as athlete or official, shall be responsible for meeting any costs accrued by them associated in their participation (as an individual or member of a team) at both national or international events.
- 10.4 Subject to these Rules and the general law, the Members shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in furtherance of the Club's objective(s) and in accordance with the rules and regulations of England Athletics and UKA for the time being in force.

11. Denial or Cessation of Membership

- 11.1 Membership of the Club shall terminate if:
 - 11.1.1 the Member dies;
 - 11.1.2 the Member, being an individual, is convicted of a criminal offence which involves dishonesty or any other offence, relating to safeguarding, drugs and any crime involving violence (including any convictions relating to children) at the committee's discretion;
 - 11.1.3 the Member resigns by notice in writing to the Club's Membership Secretary or Chairperson by giving at least seven days' notice in writing (e-mail: membersec@yateandsodburystriders.co.uk).
 - 11.1.4 the Member is in arrears to the Club and his or her subscriptions or any other payments are at least three months overdue;
 - 11.1.5 the Member is removed from membership by a resolution of the Committee as a result of application of the Club's (or England Athletics) disciplinary or fitness policy as detailed in section 11.1.16.
 - 11.1.6 The Member may be deemed by the Committee to be unfit to participate in club activities in a safe manner (where the safety of that member or other members or others may be compromised). The opinion of a medical practitioner may be sought by the Committee.

- 11.2 The Committee may exclude a Member from the Club's premises or activities until the meeting has considered this matter (save that they shall be entitled to attend the meeting in question for the purpose of making representations to the meeting). A person may appeal against a decision to remove them from membership in accordance with section 29.
- 11.3 Any person ceasing to be a Member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription fee. Without prejudice to the foregoing, the Committee may refund an appropriate part of a resigning Member's subscription fee if it considers it appropriate in all the circumstances.
- 11.4 In the event of a Member's resignation or expulsion, their name shall be removed from the Club's register of members.

12. General Meetings

- 12.1 The Committee shall call an Annual General Meeting (AGM) to be held in March each year. The business of an AGM shall include:
 - 12.1.1 the receipt of a report of the activities of the Club over the previous year;
 - 12.1.2 the receipt of a report of the Club's finances over the previous year;
 - 12.1.3 the election and retirement of Officers; and
 - 12.1.4 any other business.
- 12.2 All General Meetings other than the AGM shall be called Extraordinary General Meetings (EGMs).
- 12.3 An EGM may be called at any time by the Committee at that time and shall also be called within fourteen days of the receipt by the Secretary of a requisition in Writing, signed by not less than five per cent of Members stating the purposes for which the EGM is required and the resolutions proposed. Business at an EGM may be any business that may be transacted at an AGM.

13. Notice of General Meetings

- 13.1 An AGM or EGM shall be called on at least twenty-eight days before the meeting save that 90% of all the Members may agree to shorter notice.
- 13.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, shall specify the meeting as such.

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

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

14. Proceedings at General Meetings

14.1 No business shall be transacted at any General Meeting unless a quorum is present. The quorum for an AGM or EGM shall be the greater of two Members or 25% of the total number of Members.

14.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place as the Committee may determine.

14.3 If the number of Members present at the adjourned meeting is insufficient to constitute a quorum in accordance with rule 14.1 above, the Members present shall constitute a quorum.

14.4 The Chairperson, or in his or her absence, the Secretary, shall preside as the Chair of the meeting. Each Member present shall have one vote but in the event of an equality of votes the Chair of the meeting shall have a casting vote.

14.5 The Club Secretary, or in his or her absence any other Officer, shall enter the minutes into the Club's minute book.

14.6 The Committee may make whatever arrangements they consider appropriate to enable Members attending a General Meeting to exercise their rights to speak or vote whether attending directly or by telephone communication or by video conference, an internet video facility or similar electronic method allowing visual and/or audio participation.

14.7 Any resolution that a member wishes to be considered at the AGM are to be received by the Club Secretary at least 14 days before the published AGM date. Resolutions shall be sufficiently detailed to ensure correct interpretation and will include details of both the proposer and a seconder. Resolutions will be accepted by the Club Secretary via email (or written letter).

15. Powers of the Committee

15.1 The Committee shall be responsible for the management of all the affairs of the Club and may exercise all the powers of the Club.

- 15.2 No alteration of these Rules and no such direction by the Members shall invalidate any prior act of the Committee which would have been valid if that alteration had not been made or that direction had not been given.
- 15.3 The Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Rules.
- 15.4 The Committee may, while retaining responsibility pursuant to rule 15.1, delegate to any person, company or sub-committee any of its powers or functions, the implementation of any of its decisions or the day-to-day management of the affairs of the Club by such means, to such an extent, in relation to such matters or areas and on such terms as they may determine in accordance with these Rules.
- 15.5 Subject to these Rules and the general law, the Committee shall so exercise its rights, powers and duties and shall where appropriate use its best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in furtherance of the Objects and in accordance with the rules and regulations of England Athletics and UKA for the time being in force.

16. The Committee

- 16.1 The Committee shall consist of the following Executive Officers:

- 16.1.1 Club Chairperson;

- 16.1.2 Club Treasurer;

- 16.1.3 Club Secretary;

- 16.1.4 Senior Coach and Fixtures Secretary (CiRF qualified).

Additionally, the following Committee Members:

- 16.1.5 Welfare Officer;

- 16.1.6 Membership Secretary;

- 16.1.7 Social Secretary;

- 16.1.8 Member Representative;

- 16.1.9 Others as deemed necessary.

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

- 16.2.1 by the Committee; or

- 16.2.2 in Writing by the proposer and seconder, both of whom must be existing Members, to the Club Secretary not less than fourteen days before the meeting.
- 16.3 Each Officer shall hold office from the date of election until the conclusion of the next AGM. A retiring Officer may be re-elected at the AGM.
- 16.4 Any vacancy on the Committee which arises between one AGM and the next may be filled by a Member proposed by one Officer, seconded by another Officer and approved by the Committee.
- 16.5 An Officer may not appoint an alternate or substitute to act on their behalf at any Committee meeting.
- 16.6 At least three members of the clubs committee should be unrelated or not co habiting.

17. Calling a Committee Meeting

- 17.1 The Committee shall hold not less than four meetings each year.
- 17.2 A meeting of the Committee shall be called on not less than fourteen days' notice to all Officers unless the Chairperson determines that urgent circumstances necessitate shorter notice.
- 17.3 Notice of a Committee meeting shall be given to each Officer save that it shall not be necessary to give notice of a meeting to an Officer who is absent from the United Kingdom.

18. Proceedings of a Committee Meeting

- 18.1 Subject to the provisions of these Rules, the Committee may regulate its proceedings as it thinks fit.
- 18.2 Meetings of the Committee shall be chaired by the Chairperson or in his or her absence the Club Secretary. The chairperson of the meeting shall (subject to rule 19 below) have a casting vote in the event of a tie.
- 18.3 The quorum for the transaction of business of the Committee shall be the greater of three Officers or two-thirds of all of the Officers (rounded up).
- 18.4 Decisions of the Committee shall be made by a simple majority of those Officers attending the Committee meeting.
- 18.5 Decisions of the Committee of meetings shall be entered into the Club's minute book.

- 18.6 A resolution in Writing signed by all the Officers (or members of a sub-committee) entitled to vote on the matter shall be as valid and effective as if it had been passed at a meeting of Officers or (as the case may be) a sub-committee duly convened and held. Such a resolution may consist of several documents in the same form each signed by one or more of the Officers (or members of the sub-committee).

19. Conflicts of Interest

- 19.1 Each Officer shall declare the nature and extent of any direct or indirect interest in a transaction or arrangement with the Club or a third party which conflicts or may possibly conflict with his or her duties to the Club.
- 19.2 If the non-conflicted Officers deem there to be a material conflict, the conflicted Officer should withdraw from that part of the meeting and shall not vote.
- 19.3 If there is deemed not to be a material conflict by the non-conflicted Officers, the Officer that declared the conflict shall be allowed to re-join the meeting, take part and vote as applicable.

20. Disqualification from Office

- 20.1 A person shall cease to hold office as an Officer if:
- 20.1.1 they are disqualified from holding office as a company director;
 - 20.1.2 they are subject to a decision of England Athletics or UKA that such person be suspended or disqualified from holding office or from taking part in any activity relating to the administration or management of a club;
 - 20.1.3 the Committee reasonably believes that they have become incapable by reason of illness or injury of managing and administering their own affairs and it decides to remove the committee member from their office;
 - 20.1.4 they resign from their office by notice to the Club (but only if at least the minimum number specified in rule 16 above will remain in office when the notice of resignation is to take effect);
 - 20.1.5 they are absent without the permission of the Chairperson from all its meetings held within a period of six months without good reason and the Committee decide that their office be vacated;
 - 20.1.6 a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy;

- 20.1.7 they make a composition with their creditors generally in satisfaction of their debts;
- 20.1.8 they are removed from office by the Committee on the grounds that they is in material or persistent breach of the Club's code of conduct as amended from time to time. A decision to remove an Officer from office under this rule 20.1.8.2 may only be passed if:
 - 20.1.8.1 the Officer has been given at least twenty-one clear days' notice in Writing of the Committee meeting at which the decision will be made and the reasons why it is to be proposed; and
 - 20.1.8.2 the Officer or, at the option of the Officer, the Officer's representative (who need not be an Officer) has been allowed to make representations to the meeting; or
- 20.1.9 he or she ceases to be a Member for any reason whatsoever.
- 20.2 The provisions of rule 20.1 above shall also apply to sub-committees and any member of a sub-committee who is not an Officer.

21. Club Teams

- 21.1 At its first meeting following each AGM the Committee shall appoint one or more Members to be responsible for each of the Club's various teams.
- 21.2 The appointed Members shall be responsible for managing the affairs of the team. The appointed Members shall present to the Committee at its last meeting prior to an AGM a written report of the activities of the team.

22. Irregularities

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

23. Minutes

The Committee shall cause minutes to be made in books kept for the purpose:

- 23.1 of all appointments of Officers made by the Members or the Committee;

- 23.2 of all resolutions of the Members and of the Committee (including decisions of the Committee made outside a meeting); and
- 23.3 of all proceedings and reports of meetings of the Club and of the Committee, and of sub-committees, including the names of those present at each such meeting.

24. **Communications by the Club**

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

- 24.1 in hard copy form;
- 24.2 in electronic form; or
- 24.3 by making it available on a website or internet forum.

25. **Personal Risk**

- 25.1 Members and guests acknowledge and accept that participating in sport of any kind can be dangerous and may result in injury and damage to property. Members and guests shall take personal responsibility for their own actions and play or participate in the Club's sporting activities at their own risk.
- 25.2 Subject to rule 25.3 below, the liability of the Club and its Officers to any Member is limited to the net assets of the Club.
- 25.3 Nothing in these Rules shall limit or exclude liability:
 - 25.3.1 for death or personal injury caused by negligence;
 - 25.3.2 for any loss or damage caused by criminal or fraudulent conduct; or
 - 25.3.3 for any other liability which cannot lawfully be limited or excluded;
- 25.4 **Annex B** - details the Club's Health & Safety Policy.
- 25.5 **Annex C** – details the Club's main activities risk assessment.

26. **Indemnity**

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

27. **Bye Laws**

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

- 27.1.1 the establishment of different categories of membership of the Club;
- 27.1.2 the admission and classification of Members and the rights and privileges of such Members and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
- 27.1.3 the creation of regulations, standing orders and bye laws for the better administration of the Club and to govern the functioning of sub-committees to assist the Committee in the better administration of the Club;
- 27.1.4 the adoption or alteration of such other regulations or policies as the Committee thinks fit;
- 27.1.5 the conduct of Members in relation to one another and to the Club's Officers, staff, volunteers or beneficiaries including disciplinary procedures;
- 27.1.6 the terms on which Members and guests may be permitted to take part in the Club's sporting activities;
- 27.1.7 the setting aside of the whole or any part of parts of the Club's premises at any particular time or times or for any particular purpose or purposes;
- 27.1.8 any licensable or other regulated activities of the Club.
- 27.1.9 the procedure at General Meetings and meetings of the Committee and sub-committees insofar as such procedures are not regulated by these Rules;
- 27.1.10 the appointment of proxies, the form and content of proxy notices, the delivery of proxy notices to the Club and the revocation of such appointments;
- 27.1.11 any procedures to assist the resolution of disputes within the Club;
- 27.1.12 generally, all such matters as are commonly the subject matter of club rules;

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

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

28. Safeguarding Codes of Conduct

- 28.1 The club's Committee will be compliant with the EA's Safeguarding Code of Conducts pertinent to each role, as presented and routinely updated on the EA's website Club Standards. The Committee as a whole will embrace the following key responsibilities:

- Agreeing to & implementing policies, procedures and processes.
- Ensuring that club officers and volunteers act responsibly and set an example to others.
- Developing an environment that promotes the wellbeing and safety of athletes, including the development of performance.
- Consistently promoting positive aspects of the sport to ensure rules are upheld.
- Willingness to respond to any concerns of abuse or poor practice.
- Promoting an environment where all concerns can be raised without fear of victimisation.
- Develop a culture where everyone plays a part in upholding safeguarding policies.

- 28.2 Members will agree to their compliance of the EA's Code of Conduct for Athletes and this Constitution & Rules and it's Annexes on joining and renewing their membership.

29. Grievances, Complaints and Disputes

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

- 29.2 Any complaints of misconduct (improper or unprofessional conduct) regarding the behaviour of Members or Officers shall be dealt with by the Club and must be presented in writing to the Club Secretary (and where the matter relates to the Club Secretary, the complaint must be submitted to the Welfare Officer). Unless exceptional circumstances apply, the Club Secretary will hear complaints within fourteen days of receiving a complaint. If the complaint is sufficiently evidenced, the Club Secretary will appoint 3 (three) Club Members (who have no direct or indirect interest/involvement in the matter) to sit on a

disciplinary panel. Subject to the following right to appeal (29.3), a decision of the disciplinary panel shall be final and conclusive.

- 29.3 Any appeals must be received by the Club Secretary within 7 (seven) days of receiving the written decision and, if appropriate, the appeals process will be followed.
- 29.4 Any complaints of serious misconduct (including, without limitation, theft, doping violations, fraud, physical violence, safeguarding policy breaches, serious breach of applicable health and safety, gambling and/or ticketing regulations or any act or omission of the Member or Officer which in the opinion of EA, acting reasonably, brings or is likely to bring the sport of athletics into disrepute) regarding the behaviour of Members or Officers shall be reported and dealt with by EA in accordance with its Disciplinary Procedures.
- 29.5 If a dispute arises between any Members or Officers of the Club about the validity or propriety of anything done by any Member or Officer under these Rules and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

30. Alterations to this Constitution and Rules

- 30.1 Accepting sub-article 30.2, no alterations shall be made to or in the provisions of this Constitution & Rules except by resolution at an Annual General Meeting in accordance with these Rules, carried by the majority of at least three-quarters of the Members present.
- 30.2 Where the Committee deems that this Constitution & Rules requires an urgent alteration, this may be agreed by prior to an Annual General Meeting by 1. the members at an Emergency General Meeting in accordance with these Rules, carried by the majority of at least three-quarters of the Members present or 2. the Committee, by majority vote as a "Temporary Alteration" with immediate effect. Any such Temporary Alteration shall only remain in effect until the next General Meeting where it will be proposed as a resolution for acceptance by the members. Where a Temporary Alteration is not proposed as a resolution or the members do not accept the amendment by majority of at least three-quarters of the Members present at an General Meeting, the Alteration will lapse and be removed from the Constitution and Rules.

31. Incorporation

- 31.1 The Members at a General Meeting may authorise the Committee to transfer the assets and liabilities of the Club to a limited company or charitable incorporated organisation established for purposes within, the same as or similar to the Objects and of which the Members will be entitled to be Members.

31.2 On a transfer under rule 31.1 the Committee must ensure that all necessary steps are taken as to:

31.2.1 the transfer of land and other property;

31.2.2 the assignment or novation of contracts and grants;

31.2.3 the transfer of employment and transfer of pension rights; and

31.2.4 the trusteeship of any property held as permanent endowment.

32. General Data Protection Regulation (GDPR) & Privacy Policy

32.1 The club is committed to protecting and respecting data protection and privacy in accordance with the Government's Information Commissioner's Office (ICO) GDPR.

32.2 **Annex D** - details the GDPR & Privacy Policy.

33. Dissolution

33.1 A resolution to dissolve the Club may only be proposed at a General Meeting and shall be carried by the majority of at least three-quarters of the Members present.

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

33.3 Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be applied or transferred to another club or England Athletics for use by them related to community sports.

34. Declaration

Yate & Sodbury Striders, duly adopted these Rules as amended, as its governing 1st document as edited and agreed at the AGM on 19th March 2026.

Signed 19/03/2026 original signature held on hardcopy* 

Chairperson - Robin Crawford

Signed  original signature held on hardcopy* 19/3/2026

Club Secretary – Graham Crump

**For original signatures – please contact the Club Secretary*

ANNEXES to YASS Constitution and Rules

Annex A - Inclusion & Diversity Policy

YATE & SODBURY STRIDERS (YASS) embraces inclusion and diversity and is committed to providing opportunities that are safe, inclusive, accessible and equitable.

Introduction

For the purposes of this policy, 'inclusion & diversity' means access for all. It means recognising differences between individuals or groups and providing opportunities for them to train for or participate in officiating and supporting roles or running activities regardless of those differences, whether this is as a member, coach, leader, official, volunteer or member of staff.

A focus on Inclusion, not exclusion

YASS will develop a focus on inclusion, not exclusion, and ensure that appropriate advice is provided to members and volunteers to ensure that everyone can participate as fully as possible. This Inclusion and Diversity Policy is intended to promote positive attitudes and perceptions and to improve opportunities for everyone to participate in our club. YASS will seek to ensure that YASS comply with the Equality Act 2010 and the characteristics protected by it (age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity) and encourage our members to do so. YASS will seek to include everyone regardless of whether they have a protected characteristic or not.

In meeting YASS Objectives

All YASS members will be affiliated with England Athletics within the Masters age category and demonstrate enthusiasm and the potential to training for and participate in competitive events.

YASS is equally accessible to all those in society who are able to run with purpose in meeting our objective. Where a candidate member or member is challenged through physical or mental disability or illness to run competitively or fulfil other roles, YASS may seek medical practitioner assurance to help determine their suitability of participation in training, competing or supporting running events. Where YASS is advised against the suitability of a member or member candidate, YASS reserves the right to decline or cease membership.

The aims of this Inclusion and Diversity Policy are:

- To promote the development of knowledge and understanding of disability, equity and inclusion amongst our participants, leaders/coaches, officials, volunteers and competition/event organisers by the provision of appropriate guidance and training.
- To guide and support the integration of inclusive practice into our core club/group programmes and activities.
- To contribute towards growing and sustaining numbers of people from under-represented groups participating within our club.
- To promote inclusion within the running sport wherever possible and in accordance with the provisions of the Equality Act.
- To adopt inclusive practice within our competition and events.
- To promote close working partnerships with relevant groups and organisations to support the development of inclusive practice within YASS.

Commitment, YASS will:

- Not tolerate discrimination, harassment, bullying or victimisation.
- Actively identify and reduce barriers to participation for under-represented groups.
- Consult with expert partners and other organisations to facilitate inclusive practices and remove barriers to participation.
- Ensure under-represented groups are given the opportunity to participate in all aspects of our club.
- Provide opportunities for all in coaching, officiating and leadership positions.

There are a number of measures that YASS will take to ensure that YASS are working under the guidance of the Policy and within the requirements of the Equality Act (2010).

- YASS will provide a welcoming environment.
- YASS will think positively about how to include people rather than focusing on potential barriers to participation.
- YASS will consider how the club/group is promoted. For example, by providing information in formats which are accessible and by using appropriate imagery.
- YASS will encourage people to contact us to discuss their needs and requirements to facilitate inclusion and YASS will consider any reasonable adjustments that could be made to enable them to participate.
- YASS will develop the knowledge and understanding of key officials, coaches, leaders and other volunteers, of disability, equity and inclusive practice by providing appropriate guidance and training.
- YASS will, so far as is reasonably possible, consult with relevant groups and with prospective individuals about their needs and requirements.
- YASS will not make assumptions and will try to speak to people about the reasonable adjustments they believe might be made to enable them to participate and to discuss how these could be made.
- YASS will demonstrate that every effort has been made to enable everyone to participate and that inclusion not exclusion has been the priority.
- If reasonable adjustments are required to make an event/activity accessible, then YASS will make those reasonable adjustments.

Annex B - Health & Safety Policy

Policy Aims

The aim of this policy is to ensure:

- Compliance with the Health and Safety Executive (HSE) directives
- Safety is considered across all YASS activities.
- Members understand their own role and the role of the club officers in the event of any incidents or accidents.
- General guidelines for safe participation are summarised and shared.
- YASS offers various group running activities for members and club visitors throughout the year. Our regular weekly schedule may include morning, afternoon and evening on and off-road runs or track sessions. The club also stages a number of races and events that are open to all entrants. Participant fitness and athletic ability can be diverse, ranging from 3.5 mph to 7+ mph.

Responsibilities

- Responsibilities for health and safety (H&S) rest with the individual taking part, the run leader or coach and the club committee:
- Every participant is responsible for their own personal safety; they should be fit enough to take part in their chosen group session and correctly equipped (e.g. suitable footwear and clothing, and "in-case of emergency" (ICE) contact information).
- The club committee has a duty of care responsibility for club activities and seeks to ensure YASS H&S arrangements are fit for purpose.
- Liability insurance for club activities is provided through England Athletics (EA).

YASS will:

- Undertake routine, recorded risk assessments on key activities undertaken by YASS, and publish these assessments and any further safety guidance on the YASS website as an Annex to the Constitution and Rules.
- Create a safe environment by putting safety measures in place - identified by risk assessments.
- Ensure appropriate guidance on running safely is shared with participants*.
- Ensure Run leaders and Coaches are licensed and have appropriate training*.
- Where possible, provide suitable access to basic First Aid and Welfare Officers*.
- Encourage the reporting of injuries or accidents sustained during any club activity.
- Any Accident or incident should be reported to the Chairperson by the coach or run leader or other responsible member in writing (e-mail, whatsapp etc) as soon as possible after the event.
- Stage club events in accordance with the rules and guidelines stipulated by England Athletics (EA) and their insurers.

**Refer also to Notes at the end of this document.*

Members will:

- On application for club membership (and at membership renewal) confirm acceptance of responsibility for their own personal health & safety.
- Complete, sign and submit to the Membership Secretary the Club's Fitness Self Declaration form (Annex E).
- Conduct themselves in a manner to prevent harm to others in the running group or to members of the public.
- Adhere to basic H&S principles when running and follow safety advice from the Run Leader or event officials.

Running Safety Guidelines

General:

- Where different paced run groups are offered, choose the group best suited to your ability or preferred pace.
- Keep within sight of your group and alert your Run Leader (or another runner) if you feel at risk of getting left behind. Faster runners will muster (loop back) at regular intervals or when requested to by the Run Leader.

- If you need to leave the run for whatever reason notify the session leader. If you cannot reach or interrupt the leader, ask a member of your group to notify them for you.
- When running in low light or poor visibility wear hi-viz, reflective clothing, and wear a running torch so you can be easily seen by drivers and others. Avoid dazzling fellow runners and do not use a flashing light setting as this causes problems for any runner with light sensitivity.
- Carry accessible identification and emergency next of kin contact details (e.g., an ICE band or tag).
- Consider adding and maintaining ICE data to your England Athletics (EA) user profile. Such data could prove invaluable should you become unexpectedly separated from your run group.
- Do not wear in-ear headphones.
- Warn other runners around you of impending hazards such as obstructions, low-hanging branches, brambles, unsafe surfaces, damaged pavements or stiles etc.
- Look out for the other runners within your training group, if someone is struggling make sure that they are not left on their own and/or alert the Run Leader. Medical Conditions
- Do not run if you are feeling unwell or displaying symptoms of any transmittable illness (e.g. Covid).
- Where relevant, runners with pre-existing medical conditions are strongly advised to carry accessible relevant health information with their ICE data.
- If you have concerns that illness or injury may impact your ability to complete a session, please let your Run Leader know what adaptation may help you. Road Safety
- You are responsible for your safety so approach roads/junctions with caution and do not blindly follow other runners across. Always check first!
- Give way to other pedestrians/path users when necessary.
- When running along roads without footpaths:
 - To keep right to face any oncoming traffic (move to the left if safe to do so where the road bends and forward visibility is limited).
- Be prepared to run in single file and keep close to the side of the road. Reporting Accidents or Incidents*
- Members are encouraged to alert Run Leaders to accidents or incidents of which they may be unaware - especially if the hazard can be reduced and/or communicated to others.

*Should a welfare matter arise please report this to the Club Welfare Officer**

***Notes:**

Communication Safety information is communicated using a number of methods: via Run Leaders and Coaches at run sessions; via the club website and Facebook group and via periodic newsletters.

All club policies are available on the YASS website or from the Club Secretary

Run Leader Cover Scheduled club run groups and track sessions are led by qualified Run Leaders or Coaches, licensed by England Athletics (EA). If the leader is unable to attend and lead the session due to unforeseen circumstances, then an unqualified leader may volunteer to lead the session on an informal basis. This is acknowledged within this policy and by our insurers via England Athletics.

First Aid

England Athletics Licenced Coaches and Run Leaders will be qualified in basic first aid through the on-line training provided by England Athletics. Coaches and Leaders are advised to carry a basic first aid kit during the sessions they lead.

Welfare officers provide a vital role in helping safeguard the health and well-being of members.

Please refer to our website Contact Us page for details of who our club welfare officers are.

Accidents & Incidents

An accident is defined as an event that results in injury or ill health. In this policy we extend this definition to include unintended damage to property.

An incident is defined as a near miss or dangerous occurrence ('lucky escape') where it has had the potential to result in injury or damage.

In the event of an accident or incident the Coach or Run Leader will ensure the well being of members as a priority, ensuring safety and applying first aid and, where necessary, calling for professional medical services. The alerting of next of kin, will be a secondary priority.

Accidents will be reported to the Committee for assessment and where necessary reported to England Athletics via the club portal accident reporting process, by the Welfare Officer.

Annex C - Risk Assessment

The Club Risk Assessment is a dynamic document and held as a separate file that can be accessed via the Club website.

Annex D - GDPR & Privacy Policy

YATE & SODBURY STRIDERS (YASS) are committed to protecting and respecting your privacy. For any personal data that you provide for the purposes of your membership, YASS is responsible for storing and otherwise processing that data in a fair, lawful, secure and transparent way.

The YASS Data Controller will be the Chairperson or other delegated Committee member who will be registered with the Information Commissioner's Office (ICO) as may be required for a not-for-profit organisation. Information Processors will include YASS Committee Members, Coaches and Leader & Running Fitness staff who may access your data to permit the effective function of their role.

YASS will be compliant with the ICO GDPR.

What personal data we hold on you

Personal information may be submitted by you to YASS when filling in forms at an event or online, or by corresponding with us by phone, e-mail, website or social media. This includes information you provide when registering with the Club, arranging and participating in training and competition events and Club social activities. The information you give us may include your name, date of birth, address, e-mail address, phone number, details of other Clubs with which you are registered and gender and next of kin details. Relevant photographic images and video streams that includes you, may be captured and used by YASS online and in the media. We may also ask for relevant health information and relevant other data.

Why we need your personal data

The reason we need your Athletics Data is to be able to administer your membership, and provide the membership services you are signing up to when you register with the club. Our lawful basis for processing your personal is that we have a contractual obligation to you as a member to provide the services you are registering for.

Reasons we need to process your data may include:

For training and competition entry:

- sharing personal data with club coaches or officials to administer training sessions;
- sharing personal data with club team managers to enter events;
- sharing personal data with facility providers to manage access to the track or check delivery standards; and
- sharing personal data with leagues, county associations and other competition providers for entry in events.

For funding and reporting purposes

- sharing anonymised data with a funding partner as condition of grant funding e.g. Local Authority;
- analysing anonymised data to monitor club trends; and
- sending an annual club survey to improve your experience as a club member
- other recognised Authorities as we may be legally required to do so.

For membership and club management

- processing of membership forms and payments;
- sharing data with committee members to provide information about club activities, membership renewals or invitation to social events;
- club newsletter promoting club activity; and
- publishing of race and competition results

Marketing and communications

Sharing data (usually names, age, photographs or video) with the media to communicate your or Club achievement or for use in Club advertisements, website or social media.

And where separate consent is provided:

- sending information about promotions and offers from sponsors;
- sending information about selling club kit, merchandise or fundraising.

Health Data

Any special category health data we hold on you will only be processed for the purpose(s) of fitness/ health checks or passing health data to coaches to allow the safe running of training sessions and competition events, the safety of other members and those associated with YASS. We process this data on the lawful basis of consent. Therefore, we will also need your explicit consent to process this data, which we will ask for at the point of collecting it.

On occasion we may collect personal data from non-members such as any non-member participant who fills in a health disclaimer or form at a taster event. This information will be stored for 30 days after an event and then destroyed securely. Our lawful basis for processing data is consent. Therefore, we will also need explicit consent from non-members to process this data, which we will ask for at the point of collecting it.

The club has the following social media pages on Facebook. All members are free to join these pages. If you join one of the Social Media pages, please note that provider of the social media platform(s) have their own privacy policies and that the club do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data on the club social media pages.

Who we share your personal data with

Sharing data with Affiliated and other relevant clubs and associations such as England Athletics (EA).

When you become a 1st Claim member of YASS, you will automatically be registered as a member of EA. We will provide EA with your Athletics Data which they will use to enable access to the MyAthletics portal. England Athletics Limited will contact you to invite you to sign into and update your MyAthletics portal. You can set and amend your privacy settings from the MyAthletics portal. If you have any questions about the continuing privacy of your personal data when it is shared with England Athletics Limited, please contact dataprotection@englandathletics.org.

Other Clubs or associations where YASS may share your data may include: Avon Athletics (AA), Run Britain, Roster Athletics, Association of Running Clubs (ARC).

Please note that the EA and the above organisations have their own privacy policies and that the YASS do not accept any responsibility or liability for these.

How long we hold your personal data

We will hold your personal data on file for as long as you are a member with YASS. Any personal data we hold about you will be securely destroyed after four years of inactivity on that member's account. Your data is not processed for any further purposes other than those detailed in this policy.

Your rights regarding your personal data

As a data subject you may have the right at any time to request access to, rectification or erasure of your personal data; to restrict or object to certain kinds of processing of your personal data, including direct marketing; to the portability of your personal data and to complain to the UK's data protection supervisory authority, the Information Commissioner's Office (ICO) about the processing of your personal data. As a data subject you are not obliged to share your personal data with the Club. If you choose not to share your personal data with us, we may not be able to register or administer your membership.

Annex E - PAR Questionnaire and Risk Assessment



YATE & SODBURY STRIDERS (YASS)

Physical Activity Readiness Questionnaire

Name: _____

Date of Birth: _____ Age: _____

Mobile Phone: _____ Home Phone: _____

Regular exercise is associated with many health benefits, yet any change of activity may increase the risk of injury.

Completion of this questionnaire is a first step when planning to increase the amount of physical activity in your life.

Please read each question carefully and answer every question honestly: (tick the appropriate answer)

- | | | | |
|--|---|---|-----|
| 1. Do you have any pre-existing medical condition? | Y | N | |
| 2. Do you have a respiratory condition? | Y | N | |
| 3. When doing physical activity do you experience any pain or tightness in your chest? | Y | N | |
| 4. Do you ever lose balance or consciousness because of dizziness or light headedness? | Y | N | |
| 5. Do you have a joint or bone condition or problem? | Y | N | |
| 6. Are you pregnant or post-partum? | Y | N | N/A |

Formal Declaration

I declare that I have completed this questionnaire fully and honestly. I will inform my YASS Membership Secretary and/or Welfare Officer or run session leader if there are any changes in my circumstances. I take part in any recommended training programme entirely at my own risk and waive any legal recourse for damages to myself or property arising from my participation.

If I have any doubts about engaging physical activity I will consult with a doctor before starting activity. I understand a Doctor and not a YASS Run Leader or Coach must be content before I start a programme of activity.

Additionally, if my health changes during my YASS membership and/or training plan I should refer to my GP or Doctor for advice.

Signed: _____

Date: _____

Refer section 32 of the YASS constitution for YASS General Data Protection and Privacy Policy. Further information about your fitness level, any medications/medical history and contact details may be provided overleaf.

Document Ref: YASS_PARQ_RevB_04/04/2026

Physical Activity Readiness (PAR) Risk Assessment

Name or Runner:.....

Name of Assessor:.....

An assessment of risks associated with a runner's PAR form shall be made on initial application to join the Club and at each membership renewal. In these instances, the PAR risk assessment shall be conducted and documented by the Club's Welfare Officer or in his/her absence a Club Executive Officer. Where issues are identified on the completed PAR form, further questions may be asked to determine an accurate level of risk.

Immediately prior to any planned Club physical activity, a verbal fitness risk assessment should be conducted by the CiRF, LiRF Coach or authorised member, leading the activity at that time.

Level of Risk	High			
	Medium			
	Low			
		Low	Medium	High
		Probability of Risk		

Where the assessor concludes a **GREEN** risk, no further action is required.

Where the assessor concludes a **YELLOW** risk, the assessor will need to determine whether, in their opinion, further medical opinion should be sought by the runner. If so, the process for a red risk should be followed.

Where the assessor concludes a **RED** risk, a doctor's opinion should be sought. This should be communicated to the runner verbally and in writing. Where the runner has sought an opinion of a doctor and a positive result is communicated to the assessor by the runner in writing, the risk may be mitigated into the **YELLOW** zone.

YELLOW and **RED** risks assessments should be communicated to the runner asap. Acceptance of a membership application or membership renewal may be postponed until the runner declares a positive response from his/her doctor. Disclosure of the doctor's opinion should be encouraged so that Club policies and procedures can be implemented to help ensure the safety and wellbeing of the runner.

The runner must accept the disclosure of red and yellow risks to the Club's Welfare Officer, CiRF & LiRF Coaches, authorised run leaders, Club Executive and on request, EA & UK(A) Welfare Officers.

Where a risk assessment has been conducted that suggests a doctor's opinion is sought and the runner has decided *not* to seek the opinion of a doctor (as is his/her right), or if a doctor's opinion is against physical activities, the Club retains the right to reject a membership application or discontinue the runner's Club membership at membership renewal.

Note: *The assessor cannot prevent a runner from participating in Club activities. The Club's duty of care does not extend to making decisions about the runner's health, fitness or ability to participate. An assessor can only request a runner seeks the opinion of a practicing doctor. Participating in Club physical activities, is the sole responsibility of the runner.*

The Assessor's written summary of the PAR assessment is to be detailed on the following page. The member is to sign as understanding the assessment.

Assessor's Written Summary of PAR Assessment:

Assessor's Name.....

Signature.....Date.....

In understanding the above:

Runner's Name.....

Signature.....Date.....