

# The Rules of Axstane Agility Club

As amended in February 2007 and approved by the Kennel Club

## 1. NAME

The Club shall be called :- Axstane Agility Club

## 2. OBJECTS

- a) To provide agility training for handlers and dogs that would enable them to compete in agility tests.
- b) To hold Shows and Matches if agreed by the Committee.

## 3. OFFICERS AND COMMITTEE

The Club shall consist of a Committee and Full/Associate Members. This Committee must have a minimum of five and a maximum of nine Full Members, to include a Chairperson, Secretary, and Treasurer.

## 4. COMMITTEE

- a) The management of the Club and its property shall be in the hands of the Committee, described in paragraph .3., half of whom shall retire annually but shall be eligible for re-election at the AGM having been nominated in writing, but no Committee Member shall remain on the Committee for more than 2 years without re-election. Other Full Members may also be nominated and all nominations will close 42 days prior to the AGM. All nominations should be forwarded to the Secretary with proposers and seconders (both of whom are Full Members).
- b) The Committee shall elect the Chairperson, Treasurer and Secretary at its first meeting after an Annual General Meeting.
- c) The Committee shall be representative of the Club in its make-up, by way of types and standards of handlers and dogs (e.g.Small, Large, Grade 1, Grade 5) as far as possible. No Committee Members shall be closely related or domiciled at the same address.
- d) Meetings of the Committee shall be held as often as deemed necessary but at least every three months. Five Committee Members shall form a Quorum for the transaction of business.
- e) The business of the Committee shall be decided by a simple majority vote. All Committee Members present at a Committee Meeting shall have voting rights, except Chairperson who has casting vote
- f) Committee Members must declare any financial or other interest in matters affecting the Club. Those with a declared interest shall not partake in any discussions or voting on that matter.
- g) The Committee shall have the power to co-opt Full Members on to the Committee in the event of a position becoming vacant or deemed necessary. These co-opted Members to hold office for as long as deemed necessary or until the next AGM (which ever is the sooner).
- h) Any matters raised by a Member should be addressed to the Secretary. These should be passed to the Committee in an unbiased way. Individuals may be invited to put points to the Committee in person if the Secretary deems this necessary or desirable.
- i) The Committee shall have the power to deal with any matters not covered by these Rules.

- j) Training Rights (excluding temporary Training Rights) are renewable by the Committee without application. The Training Right shall be renewable at the Club's Financial Year End date. The Committee reserves the right to change venue/classes/times.
- k) The Committee can grant temporary Training Rights for up to a period of 12 weeks. These are renewable at the discretion of the Committee.
- l) The Committee of the Club is empowered to call a SGM.

## 5. MEMBERS

- 5a) MEMBERS' STATUS - There shall be 2 classifications of Membership being Full Membership and Associate Membership.

### FULL MEMBER (including junior\*)

A Full Member is someone who has paid their Full Membership Fee and who has been accepted by the Committee. They have Voting Rights and may or may not have training rights.

### ASSOCIATE MEMBER (including junior\*)

An Associate Member is someone who has paid their Associate Membership Fees and who has been accepted by the Committee. They have no voting rights and do not have training rights. They can compete in a team under the Club's name subject to Rule 6.

An Associate Member must be re-elected by the Committee at the first Committee Meeting after the AGM.

- (\* JUNIOR MEMBERS - Junior Members are those under 16 years of age at the AGM and must at all times be accompanied by a parent/legal guardian whilst training, who will be responsible for their behaviour. Voting rights commence at the age of 12 at the AGM)

## 5b) ELECTION OF MEMBERS

i) FULL - Candidates for Full Membership must be invited by the Committee to complete an assessment period of 12 weeks. At the end of this period the Committee will decide if Full Membership is to be granted. This assessment period may be terminated at any time. The Committee shall not be required to give reasons should the applicant be turned down. Subsequent application will not be accepted for a period of 12 months after the completion of the assessment period.

ii) ASSOCIATE - Candidates for Associate Membership must be proposed by a Full Member, seconded by another Full Member and accepted by the Committee.

## 5c) FULL MEMBERS' RIGHTS

i) At a General Meeting each Full Member shall be entitled to one vote per item. Postal votes are allowed. Proxy votes are not allowed.

ii) Full Members shall be entitled to examine the Clubs accounts (at reasonable notice)

iii) No Members shall be compelled to represent the Club.

iv) Full Members shall be entitled to represent the Club in Team events and Matches, subject to Rule 6.

v) Team entry fees may be paid for by the Club at the discretion of the Committee and providing there are sufficient funds.

vi) No Full Member shall be excluded from belonging to/training with or representing another Club.

vii) A trainer will be provided for each training session.

viii) Each training session shall be limited to an appropriate number of dogs.

ix) If there is a majority of Members in a training session that are not happy with the tuition received, they may petition the Committee.

x) Two calendar months' notice must be given in writing to any Member if their training right is not to be renewed. Full reasons must be given if the training right is withdrawn. A Right of Appeal shall exist to the Committee.

xi) A Special General Meeting shall be summoned by the Secretary if 35% of Full Members send a signed requisition stating the subject to be discussed and requesting a Special General Meeting to do so.

xii) A Full Member may train in any class in which they do not have training rights provided that:-

\*the number training in the class does not exceed the maximum number allowed.

\*the dog is of a suitable standard.

\*the trainer of that class for the night agrees

\*the dog meets the Club's standards of temperament.

These training places will be on a first come, first served basis and cannot be reserved on an ongoing basis. The fees will be agreed by the Committee and due notice will be given to the Members of any changes.

#### 5d) FULL MEMBERS' CONDITIONS

i) All Full Members should assist in running the Club events i.e. Shows, Matches, Competition Nights etc.

ii) Any Member who shall be more than 2 months in arrears of any subscription or fees may forfeit their training rights.

iii) It is strongly recommended that all dogs/bitches have an up to date vaccination.

iv) No dogs/bitches are to be brought to the venue which have contracted or been knowingly exposed to any infectious or contagious disease during the previous 21 days.

v) Bitches in season must not be brought training and the mating of bitches within the precincts of the venue is forbidden, however, bitches in season are still to pay their training fees.

vi) All dogs/bitches must be on a lead except whilst training.

vii) Training cannot commence without the supervision of a trainer unless otherwise agreed by the Committee.

#### 6. TEAM EVENTS

A team must consist of at least two full members with training rights. Teams that do not comply with the above may compete at Committee's discretion (this permission can be withdrawn at any time).

In the event that multiple teams are entered in a Show and seeding is required, this shall be performed by the Committee.

#### 7. MEMBERSHIP FEES

a) Each Member shall pay:-

i) JOINING FEE - To be a one -off payment, payable at the invitation of the Committee to become a Member.

ii) ANNUAL SUBS - Payable in January each year, or at the time of joining, for the forthcoming year.

iii) TRAINING FEES - Payable regardless of attendance, by Members with training rights, at intervals agreed by the committee.

Joining Fees and Annual Subs will be agreed at the AGM.

*The Annual Subscription shall be notified to the Kennel Club following the Annual General Meeting.*

The training fees will be agreed by the Committee and due notice will be given to the Members of any changes

#### 8. CLUB ACCOUNTS

a) The Financial Year of the Club shall be from 1st January to 31st December.

b) An Account shall be held in the name of the Club into which all revenue of the Club shall be paid and from which withdrawal shall only be made on the signature of two of the

following:- Treasurer, Secretary, Chairperson. The Accounts shall be kept by the Treasurer and audited according to the Kennel Club rules.

Auditors shall be appointed by the Committee. The Treasurer will present the Accounts to the Auditor(s) within 2 weeks of the end of the Financial Year. The Audited Accounts to be presented to the Committee Members at least 7 days prior to the AGM.

- c) Any expenses incurred on behalf of the Club must be approved by the Committee.

## **9. GENERAL MEETINGS**

### ANNUAL GENERAL MEETINGS

- a) The Annual General Meeting shall be held during the month of February for the following purposes:-
  - i) to receive the Report of the Committee and Audited Accounts.
  - ii) to conduct a ballot for vacant Committee places.
  - iii) to discuss any resolution duly placed on the Agenda, of which prior notice has been given to the Secretary.
  - iv) No business shall be transacted at an AGM unless notice thereof appears on the Agenda, with the exception of routine matters or those which, in the opinion of the Chairperson of the Meeting, are urgent.
- b)
  - i) A minimum of 90 days notice shall be given of an AGM, notice to be given to Full Members in writing.
  - ii) Agenda items should be forwarded at least 42 days before the AGM, in accordance with Rule 9(c)
  - iii) The Agenda for such Meetings will be circulated to Full Members, a minimum of 14 days before the date of the Meeting.
- c) Any Member who wishes to seek the Committee's recommendation should write to the Secretary clearly and concisely stating the proposal. Another Full Member acting as seconder should countersign the proposal. Both parties' names and addresses should be clearly stated and neither should be related or domiciled at the same address.
- d) Proposals to be determined by a simple majority vote by Full Members present at the Meeting and postal votes received by the Secretary prior to the Meeting.
- e) Attendance of the AGM is restricted to Full Members and guests of the Committee.

### SPECIAL GENERAL MEETINGS

- a) A minimum of 21 days' notice of a Special General Meeting including the Agenda, shall be given to each Full Member in writing.
- b) No business other than that detailed on the Agenda can be discussed at a Special General Meeting.

## **10. EXPULSION OF MEMBERS**

- a) *Any Member who shall be suspended under Kennel Club Rule A42j(4) and/or any member whose dog(s) is/are disqualified under Kennel Club Rule A42j(8) shall ipso facto cease to be a Member of the Club for the duration of the suspension and/or disqualification.*
- b) *If the conduct of any Member shall, in the opinion of the Committee of the Club be injurious or likely to be injurious to the character or interests of the Club, the Committee of the Club may, at a Meeting the notice convening which includes as an object the consideration of the conduct of the Member, determine that a Special General Meeting of the Club shall be called for the purpose of passing a resolution to expel him/her.*

- c) *Notice of the Special General Meeting shall be sent to the accused Member, giving particulars of the complaint and advising the place, date and hour of the Meeting that he/she may attend and offer an explanation. If, at the Meeting, a resolution to expel is passed by a two thirds majority of the Members present and voting, his/her name shall thereupon cease for all purposes to be a Member of the Club except that he/she may, within two calendar months from the date of such a Meeting, appeal to the Kennel Club upon and subject to such condition as the Kennel Club may impose.*

## **11. GENERAL**

- a) *The Club must make a list of Members' names and addresses available for inspection if so requested by the Kennel Club.*
- b) *The Rules of the Club may not be altered except at a General Meeting, the Agenda for which contains specific proposals to amend the Rules.*
- c) *Any proposed alteration to the rules may not be brought into effect until the Kennel Club has been advised and approved the alteration.*
- d) *The Officers acknowledge that during the month of January each year, Maintenance of Title fee will be forwarded to the Kennel Club by the Secretary for continuance of registration and that by 31st July each year, other returns, as stipulated in Kennel Club Regulations for the Registration and Maintenance of Title Societies and Breed Councils and the Affiliation of Agricultural Societies and Municipal Authorities, be forwarded to the Kennel Club.*
- e) *The Officers also acknowledge their duty to inform the Kennel Club of any changes of Secretary of the Club which may occur during the course of the year.*
- f) *The Kennel Club shall be the final court of appeal in all matters of dispute.*
- g) *The Club shall not join any Federation of Societies or Clubs.*
- h) *The property of the Club shall be vested in the Committee. In the event of the Club ceasing to exist, a final General Meeting shall be called to decide the disposal of the Club's assets and the outcome of the Meeting notified to the Kennel Club. If the Club is wound up or ceases to be a Registered Society, a final statement of Accounts with a record of the disposal of the property of the Club shall be forwarded to the Kennel Club within six months and the persons named as Officers and Committee of the Club, will be held responsible by the Kennel Club for the proper winding up of the Club.*