

AXSTANE AGILITY CLUB

RULES

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 shows.
- b) To hold Shows and Matches if agreed by the Committee.

3. OFFICERS AND COMMITTEE

- a) The Club shall consist of a Committee and Full, Associate and Honorary Members. The Committee must have a minimum of five and a maximum of nine Full Members, to include a Chairperson, Secretary and Treasurer.
- b) No person whilst an undischarged bankrupt may serve on the Committee or hold any office or appointment within a Registered Kennel Club Society.

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 the Chairperson who has a 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 Special General Meeting.

5. **MEMBERS**

The Club must maintain an up-to-date list of names of members and their addresses, and, if so requested, make the list available for inspection by the Kennel Club and members of the Club. A declaration of the number of members of the Club must be made with the Annual Returns.

a) **MEMBERS' STATUS AND ELECTION**

There shall be 3 classifications of Membership being Full Membership, Associate Membership and Honorary Membership.

- i) **FULL MEMBER (including junior*)**

A Full Member is someone who has paid their Full Membership Fee and who has been accepted by the Committee.

Full Members have Voting Rights and may or may not have training rights.

- ii) **ASSOCIATE MEMBER (including junior*)**

An Associate Member is someone who has paid their Associate Membership Fees-after being offered Associate Membership by the Committee. Associate Members have no voting rights but do have renewable training rights.

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

An Associate Member's training rights must be re-confirmed by the Committee at the first Committee Meeting after the AGM.

- iii) **HONORARY MEMBER (including junior*)**

Honorary Membership may be offered to those who do not handle or train dogs, but who regularly contribute at shows and events.

Honorary Members have no voting rights and no training rights.

An Honorary 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)

b) **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 Club's accounts (at reasonable notice)

iii) No Full 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 7.
- 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 Full Members in a training session that is not happy with the tuition received, they may petition the Committee.
- x) One calendar month's notice must be given in writing to any Full 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 any dog 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.

c) FULL MEMBERS' CONDITIONS

- i) All Full Members are required to assist in running the Club events i.e. Shows, Matches, Competition Nights etc. Failure to do so, without good reason, may result in Full Members being asked to terminate their membership.
- ii) Any Full Member who shall be more than 2 months in arrears of any subscription or fees may forfeit their training rights.
- iii) One calendar month's notice must be given in writing to the Club Secretary if a handler wishes to give up a training place. Refund of any monies received is at the Committee's discretion.
- iv) It is strongly recommended that all dogs have an up-to-date vaccination.
- v) No dogs-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.
- vi) Bitches in season must not be brought training and the mating of bitches within the precincts of the venue is forbidden. However, owners of bitches in season are still to pay their training fees.
- vii) All dogs-must be on a lead whilst training.

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

d) **ASSOCIATE MEMBERS' RIGHTS**

- i) No Associate Members shall be compelled to represent the Club.
- ii) Associate Members shall be entitled to represent the Club in Team events and Matches, subject to Rule 7.
- iii) Team entry fees may be paid for by the Club at the discretion of the Committee and providing there are sufficient funds.
- iv) No Associate Member shall be excluded from belonging to/training with or representing another Club.
- v) A trainer will be provided for each training session.
- vi) Each training session shall be limited to an appropriate number of dogs.
- vii) One calendar month's notice must be given in writing to any Associate Member if their training right is not to be renewed at any point during the year following their re-election Full reasons must be given if the training right is withdrawn.

e) **ASSOCIATE MEMBERS' CONDITIONS**

- i) Any Associate Member who shall be more than 2 months in arrears of any subscription or fees may forfeit their training rights.
- ii) One calendar month's notice must be given in writing to the Club Secretary if a handler wishes to give up a training place. Refund of any monies received is at the Committees discretion.
- iii) It is strongly recommended that all dogs-have an up-to-date vaccination.
- iv) No dogs 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, owners of bitches in season are still to pay their training fees.
- vi) All dogs must be on a lead except whilst training.
- vii) Training cannot commence without the supervision of a trainer unless otherwise agreed by a member of the Committee.

f) **HONORARY MEMBER'S RIGHTS**

- i) No Honorary Members shall be compelled to represent the Club.
- ii) Honorary Members shall be entitled to represent the Club in Team events and Matches, subject to Rule 7.
- iii) Team entry fees may be paid for by the Club at the discretion of the Committee and providing there are sufficient funds.
- iv) No Honorary Member shall be excluded from belonging to/training with or representing another Club.

6. MEMBERSHIP FEES

a) Each Associate and Full Member shall pay:-

i) ANNUAL SUBSCRIPTIONS - Payable at the time of joining, for the forthcoming year and renewed annually. Any Full Member who has not paid their subscription renewal by the AGM will be deemed to have forfeited their membership. Associate Members renew in February when the Committee approves their re-election.

Annual Subscriptions will be agreed at the AGM. The Annual Subscription shall be notified to the Kennel Club following the Annual General Meeting

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

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

7. TEAM EVENTS

A team must consist of at least two 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.

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 are 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 disqualified under Kennel Club Rule A11.j.(5) and/or Kennel Club Rule A11.j.(9) shall ipso facto cease to be a Member of the Club.
- 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.
- d) If the Club expels any member for discreditable conduct in connection with dogs, Dog Shows, Trials or Competitions, the Club must report the matter in writing to the Kennel Club within seven days and supply any particulars required.

11. GENERAL

- a) The Rules of the Club may not be altered except at an Annual General Meeting or Special General Meeting, the Agenda for which contains specific proposals to amend the Rules.
- b) Any proposed alteration to the rules may not be brought into effect until the Kennel Club has been advised and approved the alteration.
- c) New rules or amendments introduced specifically to meet Kennel Club requirements shall be adopted immediately and be included in Club's Constitution with effect from the Club's Annual General Meeting.
- d) The Officers acknowledge that during the month of January each year, Maintenance of Title fee will be forwarded to the Kennel Club whether by the Secretary or by Direct Debit 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.
- i) The Kennel Club is the final authority for interpreting the Rules and Regulations of the Club in all cases relative to Canine or Club matters.

These rules were agreed by Axstane Agility Club Full Members at the Annual General meeting dated 25th February 2015, and then approved by The Kennel Club 19th March 2015.